

Master Outsource Services Agreement

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into as of _____, 2011 (the “Effective Date”) between the Alabama Department of Mental Health (DMH) and _____, (“Company”).

RECITALS:

A. Whereas, DMH owns, leases or manages each of the health care facilities listed on Exhibit A, attached hereto and made a part hereof (the “Host Hospitals”).

B. Whereas, Company is a provider of Housekeeping, Dietary & Nutritional, Laundry & Linen, Maintenance & plant operations and Pest Control Services (“Services”) of the type described in the Exhibits herein incorporated by reference and Company desires to be engaged by DMH and the Host Hospitals to provide such services under the terms and conditions of this Agreement and any Exhibit applicable. Exhibit A contains the listing of participating facilities. Exhibit B contains housekeeping / environmental services minimum requirements. Exhibit C contains Laundry/Linen services minimum requirements. Exhibit D contains Dietary services minimum requirements. Exhibit E contains Plant Operations / Facilities Maintenance minimum requirements. Exhibit F contains Pest Control minimum requirements. Exhibit G contains the Business Associate Agreement. Exhibit H contains the Immigration Status notification.

C. Whereas, Company will employ or otherwise contract with individuals to provide Services hereunder, who shall be duly qualified and experienced in furnishing the Services (collectively “Company Staff”).

D. Whereas, Company and DMH, as the owner and operator of the Host Hospitals agree that it is in the best interest of Host Hospitals’ ability to provide quality patient care in a cost-effective and efficient manner for DMH to contract with an entity to provide the Services.

D. Whereas, DMH desires to arrange for the provision of Services as more fully described herein at the Host Hospitals pursuant to the terms of this Agreement and any supplemental Addenda or Exhibits to this Agreement agreed to by Company and DMH for specific Host Hospitals (“Exhibits”) requiring the Services from Company;

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, DMH and Company agree as follows:

1. STRUCTURE OF AGREEMENT.

a. **Pre-condition of Award of Services Engagement.** This agreement is intended to set forth the basic legal and economic principles, which DMH desires to have applied

to any relationship between Company and DMH with respect to the Services to be provided hereunder to one or more Host Hospital(s). Except as otherwise provided herein, the obligation on the part of the Company to provide the Services described in this Agreement shall not become effective unless this Agreement is signed by the Commissioner of DMH and an authorized representative of the Company. By executing this Agreement, DMH and Company agree to be bound by the requirements of Section 1.b below concerning pre-existing arrangements between Company and/or one or more Host Hospitals and Section 1.c below relating to Company's obligation to bid and propose pricing and terms for furnishing services to Host Hospitals. Such obligations shall be effective upon execution of this Agreement and shall not require the execution of an Exhibit hereto between Company and DMH. . The obligations set forth in Sections 1.b and 1.c shall survive termination of this Agreement irrespective of whether the Agreement was terminated with or without cause. Under no circumstances shall Company's offer of the terms and conditions of this Agreement and DMH's receipt and acceptance of the same be construed as DMH's, or any Host Hospital's, commitment to engage Company for any of the Services described in this Agreement at any facility or location owned, leased or managed by DMH or a Host Hospital. Accordingly, this Agreement is intended to represent Company's willingness to abide by the terms and conditions set forth herein assuming Company is engaged to provide specific Services to one or more Host Hospitals, through an Addendum to this contract.

b. **Pre-Existing Agreements with DMH or the Host Hospitals.** As part of Company's offer, Company acknowledges and agrees that any and all of Company's pre-existing agreements that may exist with DMH or any Host Hospital listed in Exhibit A, for all or some portion of the Services described herein, shall be canceled and replaced by this new Master Agreement once the Master Agreement and Addendum specific to such Host Hospital are signed. Company waives its right to recover any early termination fees, if any, associated with such cancellation. To the extent that Company has a pre-existing agreement with DMH or a Host Hospital and DMH Host Hospital enters into an Exhibit with Company on behalf of a Host Hospital, this Agreement and the Exhibit specific to the Host Hospital shall supersede such prior Agreement(s).

c. **Interplay between this Agreement and the Exhibits.** By executing this Master Agreement, Company shall propose pricing and terms for furnishing the Services described herein (which Company is in the business of furnishing on behalf of its other hospital customers), at all Host Hospitals listed on Exhibit A. DMH shall therefore enter into an agreement with Company on behalf of each Host Hospital. DMH shall not require Company to be bound by an agreement covering those Host Hospitals that DMH reasonably determines in good faith, based on Company's review and input, to be efficiently run or, which based on the particular facts and circumstances (uncovered through a mutual review of the Host Hospital's financial information and labor market) are not likely to provide the level of savings contemplated by this Agreement, which savings could be achieved through commercially reasonable and diligent efforts aimed at reducing costs through maximizing worker productivity and efficiency, taking advantage of available economies of scale, and re-engineering departmental processes and internal operating systems. Company will provide all information required by this agreement and ITB to DMH for review on each Host Hospital listed on Exhibit

A. DMH intends that this Agreement shall establish the basic economic framework and the essential legal protections which will be incorporated by reference in each Exhibit between Company and by DMH on behalf of one or more Host Hospitals. The Exhibits will represent the specific terms and conditions applicable to the specific Host Hospital(s). Although Company will be permitted to modify its commitments made in this Agreement through specific terms in the Exhibit, Company will not be permitted to make modifications to this Agreement which are less favorable to the Host Hospitals or otherwise undermine the protections provided for herein. Furthermore, it is contemplated that the Exhibits for each Host Hospital, or group of Host Hospitals, will need to include certain operational and related provisions not otherwise addressed in this Agreement which, if accepted by DMH and the Host Hospital(s) and included in the Exhibit, will be deemed binding upon the parties to the Agreement.

2. COMPANY'S OBLIGATIONS.

a. **Services.** While this Agreement is in effect, Company shall provide Services at Host Hospitals as are set forth in a specific Exhibit for each Service for the rates agreed upon by and between Company and DMH on behalf of each respective Host Hospital as listed in the Exhibit(s) attached hereto and made a part hereof.

b. **Performance.** The Services to be rendered hereunder shall be performed by Company Staff as may be employed by or under contract with Company. At all times while this Agreement is in effect with respect to a particular Host Hospital, that Host Hospital's Facility Director and DMH's Commissioner or his or her designee shall have the right to request removal of any such Company Staff if, in the Facility Director or Commissioner's best judgment, such removal is in the best interests of each Host Hospital. Company hereby agrees to remove any such individual immediately upon receipt of the Facility Director or Commissioner's request.

c. **Applicable Standards.** Company and its Company Staff agree that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable standards set forth by law or ordinance or established by the rules and regulations of any pertinent federal, state or local agency, department, commission, association or other pertinent governing, accrediting, or advisory body, including the Joint Commission, and the Center for Medicaid and Medicare Services (CMS), having authority to set standards for health care facilities.

d. **Company's Qualifications.** Company represents and warrants that as of the date of this agreement, Company is a corporation in good standing fully authorized to enter into this Agreement. Company shall at all times during the term of this Agreement and any Exhibits applicable to one or more Host Hospitals, maintain those licenses, permits, and authorizations necessary to provide the Services at each facility where Company is engaged. In addition, Company shall at all times meet the insurance requirements set forth in Paragraph 10.

e. **Records and Reports.** Company shall record promptly and maintain all information pertaining to Company's performance of duties under this Agreement. Company's

records of billings and receipts relating to Services performed hereunder shall be available to DMH and Host Hospital upon request. All employee files will be kept by Company in accordance with all applicable federal, state, local, and departmental standards, as well as all standards maintained by the Joint Commission and CMS. Company agrees that all records and reports required by this Subsection shall be the exclusive personal property of DMH or the Host Hospitals; provided that DMH's or Host Hospital's ownership of employee files is limited to employees of DMH and/or Host Hospitals.

f. **Use of Premises.** Company Staff shall not use, or knowingly permit any other person who is under their direction to use, any part of Facility's premises for any purpose other than the performance of Services for Facility pursuant to this Agreement.

g. **Representations and Warranties.** Company represents and warrants to DMH and the Host Hospitals that, to the best of its information, belief and knowledge:

(1) Neither Company nor any of Company Staff is bound by any agreement or arrangement which would preclude Company or any of Company Staff from entering into, or from fully performing the Services required under, this Agreement;

(2) No Company Staff's license or certification in the State of Alabama has ever been denied, suspended, revoked, terminated, relinquished under threat of disciplinary action, or restricted in any way; and

(3) Company has not been nor is it about to be excluded from participation in any Federal Healthcare Program. Company agrees to notify DMH promptly of Company's receipt of a notice of intent to exclude or actual notice of exclusion from any such program. The listing of Company or any Company -owned subsidiary on the Office of Inspector General's exclusion list (OIG website) or the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals and entities shall constitute "exclusion" for purposes of this paragraph. In the event that Company is excluded from any Federal Healthcare Program, this Agreement shall immediately terminate. For the purposes of this paragraph, the term "Federal Healthcare Program" means the Medicare program, the Medicaid program, the Maternal and Child Health Services Block Grant program, the Block Grants for State for Social Services program, any state Children's Health Insurance program, or any similar program.

h. **Purchasing.** Company shall purchase and pay for all supplies and services used to provide the Services required under the terms of this contract. Company shall purchase supplies and services pursuant to its purchasing program or if the DMH can procure such supplies at more favorable pricing and terms, shall arrange for DMH to procure such supplies with downward adjustment of contract billing to account for DMH providing such supplies. Accordingly, Company shall make available the benefits of the pricing available under its group purchasing arrangements to the Host Hospitals for purposes of furnishing supplies and services as required hereunder. In addition, Company shall make available to each of the Host Hospitals

the pricing available under its arrangements with manufacturers and suppliers of goods utilized in the provision of Services. These purchases shall be made exclusively for the benefit of the Host Hospital and shall be used solely in the performance of the Services. Accordingly, Company shall neither purchase on the Host Hospital's behalf nor store at the Host Hospital's facilities any supplies or materials not used in the provision of Services for the Host Hospital. Purchases of all capital equipment to be used at the Host Hospitals will be reviewed with the Facility Director of the Hospital and DMH's COO and purchase will only be made once there is mutual agreement between these parties as to the cost and necessity of the capital items.

3. DMH AND HOST HOSPITAL'S OBLIGATIONS.

a. Equipment, Facilities, Supplies, Utilities and Services. DMH, and Company agree to be bound by the terms established in each Host Hospital's respective Exhibit for the various Services pertaining to all equipment, facilities, supplies, utilities and services. Capital expenditures related to the provision of services will be addressed in the applicable Exhibit(s). At the termination of this Agreement or any of the Exhibits thereto, DMH or the Host Hospital will have the right to obtain the non-Company-patented equipment purchased or provided by Company as it specifically relates to the provision of services to DMH or the Host Hospitals; provided, however, that if this Agreement or the applicable Addendum is terminated due to DMH's or Host Hospital's breach or failure to pay, then neither DMH nor the applicable Host Hospital may exercise its option hereunder to acquire Company equipment under this Section.

b. Personnel. DMH and the Host Hospitals shall employ such personnel as they deem necessary for the proper performance of their respective obligations set forth in this Agreement (collectively, "DMH Employees"). DMH or Host Hospital will be responsible for all salaries, payroll taxes and other taxes, benefits, fees, and other charges or insurance required by any federal, state and local law, statute or regulation (including, but not limited to, unemployment taxes, Social Security contributions, worker's compensation premiums and all similar taxes and payments), attributable to each DMH Employee. Company will have no authority with respect to the wages, hours, or other working conditions of any DMH Employee, and DMH or Host Hospital, as applicable, remains responsible for all matters associated with recruiting, hiring, employment, compensation, benefits, insurance, promotion, discipline, and discharge of each DMH Employee. Company is not, and will not be deemed to be: (i) a party to any collective bargaining agreements to which DMH or Host Hospital was, is, or may become a party; or (ii) an employer or a joint employer of the DMH Employees.

c. Enforceability of Host Hospital Commitments. Company acknowledges and agrees that this Agreement is being entered into by DMH for the express and intended benefit of the Host Hospitals. Each Host Hospital shall therefore be entitled to enforce the terms and provisions of this Agreement to the same extent as DMH.

d. Provision of Office Space. DMH and each Host Hospital shall provide Company with adequate and appropriate office space, reasonably furnished, in each area of the facility where Company is to perform the Services. All such office furniture and equipment

shall be inventoried at the commencement of Company's engagement and shall remain the property of DMH. Space to be provided hereunder will include all utilities (including water, sewer, electricity and telephone service) and reasonable access to copiers, fax machines and other standard office equipment. Such space will be under Company's exclusive use, subject to DMH's or Host Hospital's access rights for safety inspection and emergency response. Company Staff will also be granted access to DMH's and Host Hospital's voicemail, internal e-mail and intranet systems, at no cost to Company, to facilitate electronic communications and access to information needed to render Services efficiently under this Agreement.

4. REQUIRED DISCLOSURES. Company shall notify DMH and the Hospital Director immediately if an event occurs that substantially interrupts all or a portion of Company's or any Company Staff's ability to perform Company's obligations hereunder; and in writing within 24 hours after any of the following events occur:

a. Any Company Staff's professional license or certification required in the State of Alabama lapses or is denied, suspended, revoked, terminated, relinquished, or made subject to terms of probation or other restriction;

b. Company's or any Company Staff's conviction of a criminal offense related to health care or Company's or any Company Staff's listing by a federal agency as being debarred, excluded, or otherwise ineligible for federal program participation.

5. PERSONNEL.

a. **Hiring of Host Hospital's Staff.** Company shall (at its own cost and expense) provide all supervisory personnel and other staff required to efficiently and effectively perform the Services at Host Hospitals. All such personnel shall be qualified and trained to perform the tasks assigned by Company. In filling employee positions needed to fulfill the obligations of the contract, Company agrees to give consideration first to current employees of the Host Hospitals filling substantially similar positions, which employees' positions in state employment are being eliminated due to the Contract. Employees of the Partlow Developmental Center will be included in those employees to be given first consideration under this provision. Such employees shall be employed by Company at a pay rate equivalent to the market for their respective job classes. Once employed, the former DMH Employees shall remain employed with the Company for at least one hundred twenty (120) days following Company's commencement of the performance of Services at the Host Hospital(s) (the "Mandatory Retention Period"). Nothing in this Section is intended to require Company to retain the services of an employee for the one hundred twenty (120) day Mandatory Retention Period where Company has grounds to terminate such employee for cause (including, without limitation, theft, insubordination, illegal use of controlled substances while on the job, etc.) or for failure to meet Company's employment standards; however, Company will be required to inform the Host Hospital of the separation of any Former Host Hospital Employee during the Mandatory Retention Period. The Former Host Hospital Employees shall be entitled to all of Company's standard benefits at the same level of seniority as they had earned as employees of DMH upon

their becoming employees of Company (such benefits may include, but are not limited to, life insurance, health insurance benefits, severance benefits, long-term disability coverage, retirement benefits, vacation, sick leave, and tuition reimbursement), which Company offers its other employees in comparable positions.

b. **Compensation for Host Hospital Employees.** In those instances where DMH desires (in its sole discretion) to require the Host Hospital to retain its employees and does not wish to have Company employ those individuals, the Host Hospital and Company shall agree on the terms of a commercially reasonable arrangement which fairly compensates the Host Hospital for the salary and benefit costs attributable to the employees utilized by Company to perform the Services at the Host Hospital(s), and which shall be set forth in the Exhibit applicable to such Host Hospital.

c. **Commitment to Transition.** DMH and each Host Hospital and Company shall use their respective good faith, commercially reasonable efforts to ensure a cost-efficient transition of employees into and out of (to the extent Company's pre-existing relationship is terminated by the Host Hospital) each Host Hospital which does not unreasonably disrupt the operations at the Host Hospital's facilities. Under no circumstances shall this obligation be construed as requiring DMH, Host Hospital or Company to waive any of their respective rights contained in the restrictive covenants set forth in Paragraph e. below.

d. **Host Hospital's Rules and Dress Code.** Company shall cause each of its employees to adhere to the rules and restrictions imposed by each Host Hospital and to otherwise perform their respective tasks in accordance with the requirements and standards set forth in this Agreement and the Exhibit(s), as the case may be. All employees beginning work shall show up in proper attire as defined by Hospital dress code policy. No employee shall begin work without proper dress code attire. If Company's employee is found out of dress code, DMH or the Host Hospital shall have the right to send the employee home until such time as proper attire can be obtained by Company or employee.

e. **Environmental Hazards; Pre-Existing Conditions.** DMH and each Host Hospital recognize their respective obligations to identify the presence of any environmental hazards which pose an unreasonable health risk to employees working in the Host Hospital's facilities, and to take steps as may be required by federal, state and local laws, to communicate the presence of such hazards and take appropriate remedial action. DMH, the Host Hospital and the Company shall cooperate with each other and work together to identify, take corrective action and train employees with respect to such environmental hazards. Notwithstanding anything in the foregoing to the contrary, Company has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to DMH, the Host Hospitals or others for any exposure of persons or property to asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, contaminants or other environmental hazards. In addition, Company will not be responsible for any conditions that existed in, on, or upon DMH's or any of the Host Hospitals' facilities before the commencement

date of this Agreement (“Pre-Existing Conditions”), including, without limitation, environmental impairments and other conditions.

g. **Equal Opportunity Employer.** Company shall not discriminate because of race, color, religion, sex, age, national origin, disability, sexual orientation or status as a veteran of any war, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning employees assigned to perform Services at any Host Hospital. Company affirms that it is an equal opportunity employer.

h. **Transition and Employee Training.** Within no less than seven (7) days prior to the date on which Company commences performing the Services at any Host Hospital, Company shall provide DMH and the Host Hospital with a transition plan which describes the procedures, timing and other essential elements of converting the facility for management of Services by Company. In addition to the transition plan, Company shall provide the Host Hospital employees who are subject to the transition and new employment, with a written response to commonly asked questions from employees regarding such employment transition. Following the transition, Company shall require Company Staff (other than the Former Host Hospital Employees) to attend the Host Hospital’s training program for orientation with respect to policies and procedure review, ethical standards and corporate compliance policies. Furthermore, Company shall require all of its supervisory employees located at a Host Hospital to attend those DMH or Host Hospital training sessions that are applicable to the delivery of Services. Company shall hold meetings (and require the appropriate personnel to attend such meetings) required in order to meet the applicable Joint Commission accreditation requirements specific to the Services and the performance of such services within a Host Hospital. Company shall document the attendance of its employees at such meetings.

i. **Health Examinations and Emergency Exposures.** Company shall cause, at Company’s expense, all of its employees assigned to perform the Services on Host Hospital’s premises to (i) submit to periodic health examinations as required by law, (ii) comply with the Host Hospital’s drug screening policy, (iii) comply with all immunization and disease testing required by law or the Host Hospital, and (iv) submit satisfactory evidence of compliance with all health regulations to the Host Hospital upon request. All employees given a conditional offer of employment by Company shall be subject to DMH’s pre-employment background screening program, at the Company’s expense, which program is intended to verify the information contained in the candidate’s employment application and to identify those individuals who are not qualified or who do not meet DMH’s criteria for employment for the specific job. All drug testing shall be provided by Host Hospital and charged back to Company at Host Hospital’s actual cost per test. Hospital agrees to provide Company’s employees initial medical treatment for emergency medical care and/or for occupational illnesses and injuries (including for bio-hazardous sharps injuries which occur at Host Hospital). The cost for services related to the treatment of and employees will be billed to the appropriate insurance carrier (if any). Any unpaid balances will be billed to the employee.

j. **Blood Borne Pathogens.** In compliance with the Occupational Safety and Health Administration's ("OSHA") Final Rule on "Occupational Exposure to Blood borne Pathogens" (the "Standard"), Company shall make a determination whether Company's employees are occupationally exposed to blood or other potentially infectious materials in connection with the employee's duties at each Host Hospital. If a determination is made by Company that the employees are occupationally exposed, Company will fully comply with the Standard.

k. **Work Time Requirements.** As a component of determining the actual cost of the services to each Host Hospital, at Company's commencement of services hereunder, all of Company's Service Staff assigned to work or support the services provided at each Host Hospital will clock in and clock out of a time and attendance system provided by Company and at Company's sole expense. Company recognizes that this will be done to ensure the hours of service described by Company are being offered and received by the DMH facility.

6. **LICENSES, PERMIT AND TAXES.** Company shall obtain and maintain all federal, state and local licenses and permits required to perform the Services on behalf of the Host Hospital. In addition, Company shall achieve that grade level or score that is reflective of high quality operations that are legally compliant with the State of Alabama's and any local health and safety code's grading survey. Company shall be responsible for all applicable sales, use, excise, state and local income taxes and all other state and local taxes attributable to the collection and payment of provision of Services.

7. **COMPANY'S COMPENSATION.**

a. **Payment Terms.** Company shall submit invoices for the Services furnished to Host Hospital on or before the first (1st) day and the fifteenth (15th) day of each month for each Exhibit that is in effect. All payment for services are in arrears.

b. **Fees.** Notwithstanding the foregoing, no compensation shall be payable to Company for any services for which Company has not submitted such documentation as reasonably required by DMH, including, without limitation, the IRS Form W-9 "Request for Taxpayer Identification Number and Certification." The Fees for each defined Service will be detailed in the Addendum pertaining to that Service. The basis for determining Fees in each Service Addendum will be a total net cost as detailed in the exhibit for each Host Hospital. Also, the performance criteria for each service, which could adjust the ultimate fee payment, will be specifically defined later in this agreement.

c. Entire Compensation. Company shall have the sole responsibility to compensate Company Staff. Company represents and warrants that the number of FTE hours set forth annually for each Host Hospital, as reflected in the Exhibit(s) for each Host Hospital (“Budgeted FTE Hours”), is the minimum necessary for the effective and efficient provision of Services hereunder. In the event the actual number of FTE hours used in the provision of Services at a Host Hospital is less than the Budgeted FTE Hours by more than One Percent (1%), then Company shall credit DMH an amount equivalent to the number of FTE hours not used multiplied by the average hourly wage of Company Employees at the Host Hospital. Company shall provide each Host Hospital with operating reports on a monthly basis, detailing the number of FTE hours worked; and the reconciliation described in this paragraph shall be conducted on a quarterly basis.

d. Performance Measures. Company has agreed to place certain funds at risk as described in each Exhibit and other measures the Company may return through the ITB process.

8. TERM AND TERMINATION.

a. Term. The initial term of this Agreement (“Initial Term”) shall be five (5) years commencing on the Effective Date.

b. Termination. The provisions below control the reasons and procedures for termination of this Agreement. DMH, on behalf of a Host Hospital shall have the right to terminate this Agreement (with respect to that Host Hospital only) or an Exhibit (as to its participation under this Agreement), and such termination shall not affect Company’s obligation to perform under this Agreement as to DMH and the remaining Host Hospitals.

(1) **Termination Without Cause.** At any time during the Term of this Agreement, either party may, in its sole discretion, terminate this Agreement without cause by giving the other party at least sixty (days) prior written notice.

(2) **Termination for Breach.** Except as provided below for breach of payment terms, if at any time during the term of this Agreement, either party considers terminating this Agreement, or terminates this Agreement as it applies to a particular Host Hospital, due to breach of any provision of this Agreement (including, but not limited to, for reason of substandard performance as determined by the quality and performance measures provided under this Agreement), the party alleging a breach shall notify the other party in writing of the specific nature of the breach and shall request that it be cured within sixty (60) days (the “Cure Period”). During the Cure Period, the parties and the respective Host Hospital shall discuss, in good faith, the reasons advanced in support of termination for cause in an effort to avoid the need for termination.

(3)

(4) **Immediate Termination by DMH or Host Hospital.** DMH may terminate this Agreement (for any or all of Host Hospitals) immediately by written notice to Company upon the occurrence of any of the following:

(i) the failure of Company or Company Staff to make a disclosure in accordance with Section 9 hereof;

(ii) conduct by Company or any Company Staff which, in the sole discretion of DMH, could affect the quality of professional care provided to its patients, the performance of duties required hereunder, or which could be prejudicial or adverse to the best interest and welfare of DMH or its patients;

(iii) breach by Company or any Company Staff of any of the confidentiality provisions herein;

(iv) failure by Company to maintain the insurance required under this Agreement;

(v) closure of respective Host Hospital, cessation of the patient care operations or sale of respective Host Hospital or of all, or substantially all, of the respective Host Hospital's assets,

(vi) Company or any of Company Staff's conviction of a criminal offense related to health care or Company or any Company Staff's listing by a federal agency as being debarred, excluded, or otherwise ineligible for federal program participation.

(vii) It is expressly understood by DMH and Company that their responsibilities one to another shall be contingent upon the availability of funds for this contract by DMH and that such responsibilities terminate if the funds cease to be available as to the above delineated deliverables or services

(5) **Immediate Termination Upon Reasonable Notice by Company.** Company may terminate this Agreement as it applies to a particular Host Hospital or DMH by giving reasonable written notice to DMH or the respective Host Hospital upon the occurrence of any of the following events:

(i) breach by DMH or respective Host Hospital of any of the confidentiality provisions under this Agreement;

(ii) closure of the respective Host Hospital, cessation of the patient care operations, or sale of the respective Host Hospital, or of all, or substantially all, of the respective DMH Hospital's assets; or

(iii) DMH's or the respective Host Hospital's listing by a federal agency as being debarred for federal program participation.

“Reasonable notice” for the purpose of this section shall mean sufficient notice to allow DMH or the Host Hospital(s) sufficient time to replace the Service(s) being terminated under this Agreement. However, in no event shall “reasonable notice” mean less than one hundred twenty (120) days.

(6) **Effect of Termination.** The termination of the Agreement by either party for any reason shall not excuse either party from performing any duty or obligation assumed under the Agreement prior to said termination, nor shall such termination have the effect of waiving any right either party may have to obtain such performance.

9. **COMPANY’S STATUS.** Company shall act at all times under this Agreement as independent contractors with respect to DMH and the Host Hospitals. The parties agree that neither DMH nor any Host Hospital shall have nor exercise any control or direction over the manner or method by which each of Company Staff provides the Services. However, Company shall require all of Company Staff to perform at all times in accordance with currently approved methods and standards of practice for similar Services in the healthcare community. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

10. INSURANCE.

a. Company shall secure and maintain at all times during the Term, at Company’s expense, commercial general liability insurance, covering Company, all Company Staff and all of Company’s employees, with a carrier licensed to do business in the State of Alabama and otherwise reasonably acceptable to DMH, at the following limits:

Commercial General Liability covering bodily injury and property damage to third parties and including Products/Completed Operations, Blanket Contractual Liability, and Personal/Advertising Injury:

\$1,000,000 per occurrence
and

\$1,000,000 per occurrence Personal/Advertising Injury

Such insurance shall include DMH and Host Hospital as an additional insured, and Company shall provide DMH with 30 days’ prior written notice of the cancellation of any insurance policy required hereunder. Such coverage shall be primary and non-contributory. Company shall annually provide Hospital a certificate of insurance evidencing such coverage and coverage extensions.

b. Company shall also secure and maintain at all times during the Term, at Company’s expense, workers’ compensation and employers’ liability insurance covering

Company's employees and all Company Staff, with a carrier licensed to do business in the State of Alabama and otherwise reasonably acceptable to DMH, at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident; \$1,000,000 disease policy limit; \$1,000,000 disease each employee

Such coverage shall be placed as an actual Workers' Compensation policy, not as a health benefits policy, and shall be endorsed to include a waiver of subrogation in favor of DMH. Company will provide DMH with 30 days' prior written notice of the cancellation of any insurance policy required hereunder. Such coverage shall be primary and non-contributory. Company shall annually provide a certificate of insurance to DMH evidencing such coverage and coverage extensions.

11. ACCESS TO BOOKS AND RECORDS. Company agrees that, until the expiration of four (5) years after the furnishing of any goods and services pursuant to this Agreement, it will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data of Company that are necessary to certify the nature and extent of the costs incurred by DMH or any Host Hospital in purchasing such goods and services. If Company carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of ten thousand dollars (\$10,000) or more over a twelve-month period, Company will cause such subcontract to contain a clause to the effect that, until the expiration of four (5) years after the furnishing of any good or service pursuant to said contract, the related organization will make available upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of costs incurred by Contractor for such goods or services. Contractor shall give Hospital notice promptly upon receipt of any request from the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives for disclosure of such information. The provisions of this Subsection shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

12. CONFIDENTIALITY.

a. **Hospital Information.** Company recognizes and acknowledges that, by virtue of entering into this Agreement and providing services to Host Hospitals hereunder, Company and Company Staff may have access to certain information of Host Hospitals that is confidential and constitutes valuable, special and unique property of Host Hospitals. Company agrees that neither Company nor any Company Staff will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Host Hospital's express prior written consent, except in connection with the performing

of Company's and Company Staff's duties hereunder, any confidential or proprietary information of Host Hospital, including, without limitation, information which concerns Host Hospital's patients, costs, or treatment methods developed by Host Hospital for the Host Hospital, and which is not otherwise available to the public

b. **Company Information.** All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in Company's business or the business of any subsidiary or affiliate of Company (collectively, "Company Confidential Information"), shall be the property of Company and shall be considered proprietary and confidential. DMH and Host Hospitals shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such Company Confidential Information by DMH or any Host Hospital in any manner shall not affect Company's ownership or the confidential nature thereof. Neither DMH nor any Host Hospital shall photocopy or otherwise duplicate any such Company Confidential Information without the prior written consent of Company. DMH and Host Hospitals agree that all computer software programs, signage and marketing, educational and promotional literature and materials (collectively referred to as "Company Proprietary Materials"), used by Company at the Host Hospitals in connection with the Services provided by Company under this Agreement shall remain the property of Company. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by Company or licensed to Company by third parties shall be discontinued by DMH and Host Hospitals, and all Proprietary Materials shall be immediately returned to Company. These materials specifically DO NOT INCLUDE dietary or other patient unique information used in the care and treatment of patients. Such materials shall be immediately provided to DMH and Host Hospitals upon termination of this contract for any reason.

c. **Terms of this Agreement.** Except for disclosure to Company's or any Company Staff's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), neither Company nor any Company Staff shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by DMH. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with Subsection 8.b. hereof.

d. **Patient Information.** Neither Company nor any Company Staff shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Host Hospital in writing, any patient or medical record information regarding Host Hospital patients, and Company and Company Staff shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Host Hospital regarding the confidentiality of such information. Company acknowledges that in receiving or otherwise dealing with any records or information from Host Hospital about such Host Hospital's patients receiving treatment for alcohol or drug abuse, Company and Company Staff are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

e. **HIPAA Compliance.** Company agrees to comply with the terms applicable to a business associate, as provided in the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 (“HIPAA”), and the regulations promulgated thereunder, including, without limitation, the federal privacy regulations and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the “Regulations”). Company shall not use or further disclose any protected health information, as defined in 45 C.F.R. § 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the “Protected Health Information”), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations. Company will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement. Company will promptly report to the applicable Host Hospital and DMH any use or disclosures, of which Company becomes aware, of Protected Health Information in violation of HIPAA or the Regulations. In the event that Company contracts with any agents to whom Company provides Protected Health Information, Company shall include provisions in such agreements pursuant to which Company and such agents agree to the same restrictions and conditions that apply to Company with respect to Protected Health Information. Company will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary to the extent required for determining DMH’s and/or a Host Hospital’s compliance with HIPAA and the Regulations. No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by Company, a Host Hospital or DMH by virtue of this Subsection. Company further agrees to execute a Business Associate Agreement, which is attached as Exhibit D.

f. **Survival.** The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

14. DISPUTE RESOLUTION. It is further agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment XXVI. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General’s Office of Administrative Hearings, or where appropriate, private mediators. In the event that disputes are not settled using the appropriate forms of non-binding alternative dispute resolution, the Contractor’s sole remedy for the settlement of any and all disputes arising under the terms of this contract shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

15. INDEMNIFICATION. Company hereby agrees to indemnify, defend and hold harmless DMH and each Host Hospital and their respective directors, officers, employees, agents and insurers (each an "Indemnitee") from and against losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and reasonable attorney's fees) and judgments for bodily injury or property damage arising directly out of the Company's negligence or willful misconduct, in the process or the provision of Services by Company under this Agreement; provided, however, Company shall not be financially responsible for that portion of any loss, expense, damage, liability or cost that results from the willful misconduct of an Indemnitee, or the negligence of an indemnitee while in the performance of official duties..

Company understands and agrees that in those instances where its performance or failure to perform the Services results in any negative or adverse action being taken or sanction being levied against the DMH or any Host Hospital, as a direct result of a transgression or violation that is within Company's dominion and control, which transgression or violation affects the DMH's Host Hospital's Medicare/Medicaid participation, licensure, accreditation, or life safety or public health compliance required by a governmental agency or commission, executive department or municipal or other local authority, Company shall indemnify the DMH and Host Hospital and assume all penalties, fines, assessments, fees, or actual damages incurred by the DMH and Host Hospital in defending against or resolving such adverse or negative action. This provision shall not be interpreted to limit DMH's or Host Hospital's ability to pursue other legal remedies available at law.

16. The Contractor understands and agrees that it will maintain and make available any/all books, records, audits, audit working papers, etc., that are directly relevant to any/all funds received from or through DMH for at least three fiscal years beyond the end of the current fiscal year or until completion/resolution of any audit issues or questioned costs relative to the current fiscal year, whichever is longer. The Contractor further understands and agrees that it shall make such documentation readily available to all appropriate Federal and/or State of Alabama agencies, including DMH and the State of Alabama Examiners of Public Accounts upon request.

- A. The Contractor agrees that it will comply with all applicable terms, conditions, provisions and requirements delineated in the current DMH Audit Guidelines Manual and subsequent amendments.
- B. The Contractor understands and acknowledges its responsibility for complying with all applicable provisions of the State of Alabama Ethics Law concerning this contract, providing the required services, and receiving payment, etc.
- C. The Contractor understands and agrees that neither it, nor its employees, agents, volunteers, etc., will be subject to the provisions of, or entitled to the benefits of, the State Merit System Law as a consequence of this contract.
- D. The Contractor understands and acknowledges its responsibility for ensuring that it will not be in violation of applicable retirement pay statutes, policies, and regulations of The

State of Alabama Retirement Systems.

- E. The Contractor assures that it will comply with all Federal statutes relating to nondiscrimination and confidentiality. These statutes include, but are not limited to:
1. Title VII of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, sex, color, religion or national origin.
 2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683 and 1685-1686), that prohibits discrimination on the basis of sex.
 3. Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, that prohibit discrimination on the basis of handicaps.
 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), that prohibits discrimination on the basis of age.
 5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
 6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L.91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 7. Sections 523 and 527 of the Public Health Services Act (see 42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
- F. The Contractor also understands and agrees that it shall comply with all applicable federal and state laws and regulations, Presidential Executive Orders, Congressional Acts, and related amendments, including, but not limited to those delineated in the Exhibits listed below that are attached and included as part of this contract:

Exhibit D – Immigration Compliance Certification

16. ENTIRE AGREEMENT; MODIFICATION. This Agreement and any Addenda thereto contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

17. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Alabama. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

18. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

19. FORCE MAJEURE. Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this Agreement or any Exhibit, except for payments of monies owed, if the party's failure to perform is attributable to war, riot, or other disorder; strike or other work stoppage; fire; flood; or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a "Force Majeure".

20. NOTICES. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed as follows:

If to DMH:	Commissioner Alabama Department of Mental Health 100 North Union Street P.O. Box 301410 Montgomery, Alabama 36130-1410
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with a copy to the Facility Director of each Host Hospital that is the subject of such notice.

If to Company:

With a copy to:

21. WAIVER. The failure of Company, DMH or any Host Hospital to exercise any right or remedy available under this Agreement or any Exhibit upon the other party's breach of the terms, covenants or conditions of this Agreement or any Exhibit or the failure to demand prompt performance of any obligation under this Agreement or any Exhibit shall not be deemed a waiver of the right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

22. SEVERABILITY. If any part of this Agreement or any Exhibit thereto shall be determined to be invalid, illegal or unenforceable by any valid Act of Congress or act of any legislature or by any regulation duly promulgated by the United States or a state acting in accordance with the law, or declared null and void by any court of competent jurisdiction, then such part shall be reformed, if possible, to conform to the law and, in any event, the remaining

parts of this Agreement or any Exhibit shall be fully effective and operative insofar as reasonably possible.

23. CAPTIONS. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

24. ASSIGNMENT; BINDING EFFECT. Company shall not assign or transfer, in whole or in part, this Agreement or any of Company's rights, duties or obligations under this Agreement without the prior written consent of DMH, and any assignment or transfer by Company without such consent shall be null and void; provided, however, that Company may assign this Agreement and transfer its obligations hereunder to an affiliated entity under common ownership and control without DMH's prior written consent, in which instance Company shall provide DMH with written notice of such assignment. For purposes of this Agreement, the transfer of ownership of all or a portion of the shares, partnership interests, or other ownership interests of Company, in a single transaction or a series of transactions, which results in the replacement of 50% or more of the shareholders, partners, members or owners, as the case may be, of Company as they existed on the commencement date of this Agreement shall be deemed an assignment hereunder. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

25. FINANCIAL OBLIGATION. Neither Company nor any Company Staff shall incur any financial obligation on behalf of DMH or any Host Hospital without the prior written approval of DMH.

26. INTERPRETATION. This Agreement has been negotiated at arm's length by the parties, and its terms shall not be construed against or interpreted to the disadvantage of either party by reason of such party having or being deemed to have structured or dictated such provision.

NOW THEREFORE, in witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date first shown.

Alabama Department of Mental Health

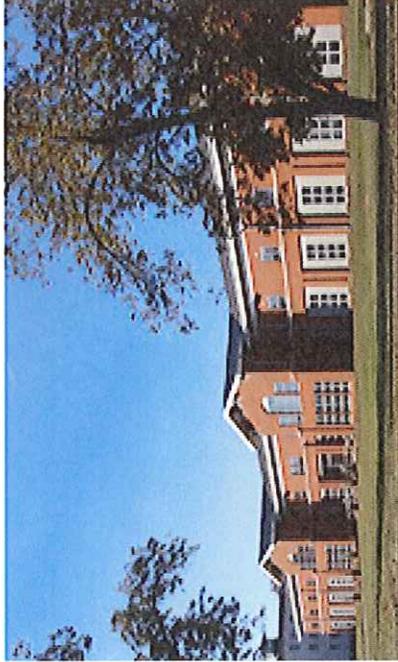
By: _____
Name:
Title:
Date: _____

COMPANY

By: _____
Name:
Title:
Date: _____

EXHIBIT A

Roster of Participating Host Hospitals



1) **Bryce Hospital: 200 University Blvd, Tuscaloosa, AL. 35401**

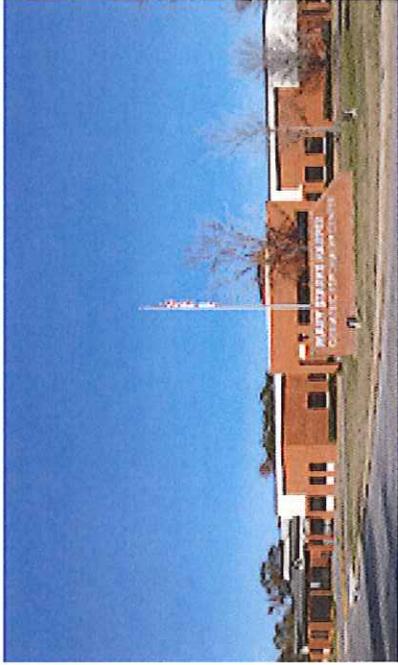
Bryce Hospital was established in 1861 in Tuscaloosa. Bryce Hospital is responsible for the provision of regional inpatient psychiatric services for adults, serving a specified region in the north central part of the state. Bryce Hospital provides inpatient services for adolescents serving the entire state. Roxanna Bender is the Acting Facility Director of Bryce Hospital. □

2) **Greil Memorial Psychiatric Hospital: 2140 Upper Wetumpka Road, Montgomery, AL. 36107**



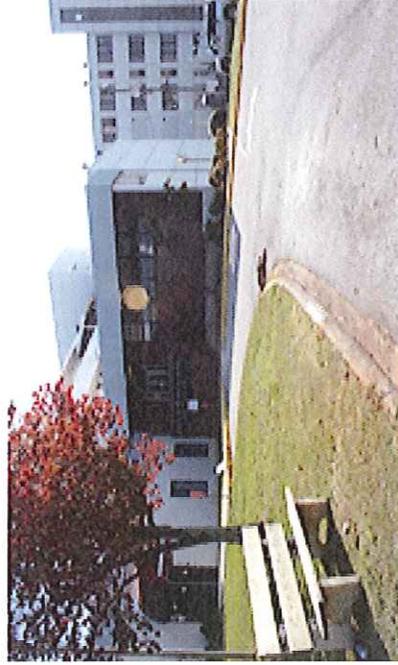
Established in 1974, Greil Memorial Psychiatric Hospital in Montgomery is responsible for the provision of inpatient psychiatric services to adult citizens of a specified region in the south central part of the state. The hospital operates a specialized psychiatric unit for persons who are deaf or hard of hearing. Susan Chambers is the Facility Director of Greil Hospital. □

3) Mary Starke Harper Geriatric Psychiatry Center: P.O. Box 21231, Tuscaloosa, AL 35402



Mary Starke Harper Geriatric Psychiatry Center was established in 1996 on the campus of Bryce Hospital. The Harper Center is responsible for the provision of inpatient psychiatric services to the elderly citizens throughout the state. Beverly White is the Facility Director of the Harper Center.

4) North Alabama Regional Hospital: 4218 U.S. Highway 31 S., Decatur, AL. 35603



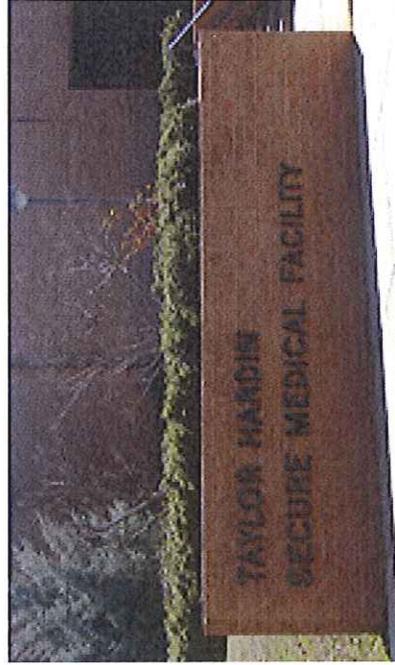
North Alabama Regional Hospital (NARH) was established in Decatur in 1977. NARH is responsible for the provision of adult inpatient psychiatric services to the citizens of a specified region in the northern part of the state. Randy Phillips is the Facility Director of North Alabama. □

5) Searcy Hospital: 725 Coy Smith Hwy E □ Mount Vernon, AL 36560



Searcy Hospital was established in Mt. Vernon in 1902. Searcy is responsible for the provision of regional adult inpatient psychiatric services for a specified region in the southern part of the state. Beatrice McLean is the Facility Director of Searcy Hospital. □

6) Taylor Hardin Secure Medical Facility: 1301 Jack Warner Parkway N.E., Tuscaloosa, AL. 35404



Taylor Hardin Secure Medical Facility was established in 1981. Taylor Hardin is responsible for providing comprehensive psychiatric evaluation/treatment to the criminally committed throughout the state and forensic evaluations to the Criminal Courts for the State of Alabama. It is the only maximum security forensic facility operated by the ADMH. Shelia Taylor is the Facility Director of Taylor Hardin.

EXHIBIT B

Minimum Housekeeping Terms for All Facilities:

THE CONTRACTOR SHALL PROVIDE CUSTODIAL CARE OF FLOOR SPACE AT ALL FACILITIES AND OUT BUILDINGS AS REQUIRED BY FACILITY. THE CONTRACTOR SHALL FURNISH ALL LABOR, SUPERVISION, MANAGEMENT, SUPPORT, APPROPRIATE TRANSPORTATION TO HANDLE HEAVY EQUIPMENT AND MATERIALS TO PROVIDE A COMPLETE HOSPITAL ASEPTIC MANAGEMENT SYSTEM, AS DESCRIBED HEREIN, AND SUPPLEMENTED BY HOSPITAL'S POLICY AND PROCEDURES REGARDING THE HOUSEKEEPING DEPARTMENT.

LISTED BELOW ARE THE GENERAL REQUIREMENTS FOR SERVICES THAT DMH EXPECTS THE CONTRACTOR TO PROVIDE. THESE SPECIFICATIONS ARE NOT INTENDED TO COVER ALL ASPECTS OF A SUCCESSFUL HOUSEKEEPING SERVICE OPERATION. THE DMH EXPECTS THE HOUSEKEEPING OPERATION TO BE CONDUCTED IN ACCORDANCE WITH INDUSTRY STANDARDS AND ALL APPLICABLE GOVERNMENTAL REGULATIONS WHETHER EXPRESSED SPECIFICLY HEREIN OR NOT. SERVICES MUST BE PROVIDED TO ENSURE CONTINUOUS COMPLIANCE WITH THE JOINT COMMISSION (TJC), OSHA, MEDICARE, MEDICAID, HIPAA, AND TITLE XIX STANDARDS / INTERPRETATIONS.

CONTRACTOR SHALL MANAGE, SUPERVISE AND OPERATE THE HOUSEKEEPING DEPARTMENT AT DMH HOSPITALS IN ACCORDANCE WITH THIS EXHIBIT (INCLUDING ALL SCHEDULES ATTACHED HERETO), AND SHALL PROVIDE THE FOLLOWING SERVICES:

A. SERVICES COVERED:

1. CONTRACTOR SHALL FURNISH ALL LABOR, SUPERVISION, MANAGEMENT, SUPPORT, APPROPRIATE TRANSPORTION TO HANDLE HEAVY EQUIPMENT AND MATERIALS TO PROVIDE A COMPLETE HOSPITAL ASEPTIC MANAGEMENT SYSTEM
2. ALL REFERENCES TO FUNCTIONS OF BUILDINGS/UNITS/ROOMS/AREAS ARE GIVEN AS THEY EXIST AT CONTRACT COMMENCEMENT DATE. SUCH REFERENCES DO NOT NECESSARILY INDICATE THAT THESE FUNCTION DESIGNATIONS WILL REMAIN THE SAME. THE FUNCTIONS MAY BE CHANGED BY THE FACILITY. THE BUILDING/UNIT/ROOM/AREA CHARTS SHALL BE ADJUSTED BY CONTRACT MODIFICATION IF THE BUILDING/UNIT/ROOM/AREA NUMBER OR SCOPE OF WORK IS AFFECTED.

3.

B. STANDARDS:

SUPPLIER IS REQUIRED TO BE KNOWLEDGEABLE OF AND IN COMPLIANCE WITH ESTABLISHED STANDARDS FOR HOSPITAL HOUSEKEEPING SERVICES. THESE SHALL INCLUDE, BUT NOT LIMITED TO THE FOLLOWING:

- A) CURRENT STANDARDS FOR PSYCHIATRIC FACILITIES BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS INCLUDING HOSPITALS, LONG-TERM CARE, MENTAL HEALTH CARE, AND SUBSTANCE ABUSE.
- B) TITLE XVIII: MEDICARE STANDARDS FOR PLANT OPERATIONS AND CLEANING SERVICES IN HOSPITALS, CURRENTLY APPLICABLE.
- C) TITLE XIX: MEDICAID STANDARDS, INTERMEDIATE CARE FACILITIES, HOSPITALS, AND INTELLECTUAL / DEVELOPMENTAL DISABILITIES, CURRENTLY APPLICABLE, INCLUDING, TEMPERATURE LOGS ON ALL HEATING AND REFRIGERATION UNITS, DISHWASHERS AND TRAY LINE TEMPERATURES.

D) STATE OF ALABAMA DEPARTMENT OF LIFE SAFETY.

E) ALL LAWS, ORDINANCES, REGULATIONS, ORDERS, AND DIRECTIVE ISSUED BY A PUBLIC HEALTH AGENCY OR OTHER REGULATORY AGENCY, INCLUDING OSHA, RELATED TO THE SAFE OPERATIONS OF HOSPITALS.

COMPLIANCE WITH APPLICABLE FEDERAL, STATE, AND FACILITY REGULATIONS IS MANDATORY.

THE SUPPLIER'S ON-SITE MANAGEMENT TEAM SHALL IMMEDIATELY INFORM THE FACILITY AND THE CONTRACTOR'S CORPORATE SUPPORT PERSONNEL OF ANY VIOLATIONS OF APPLICABLE REGULATIONS AND SHALL IMMEDIATELY MAKE CHANGES NECESSARY FOR COMPLIANCE.

THE CONTRACTORS CORPORATE/REGIONAL LEVEL REPRESENTATIVE SHALL IMMEDIATELY NOTIFY THE DMH IN WRITING OF ANY STANDARD(S) WHICH THE CONTRACTOR CANNOT BE IN TOTAL COMPLIANCE WITH AT ANY TIME DURING THE CONTRACT PERIOD.

STANDARDS / MANAGEMENT TEAM: EACH FACILITY'S CONTRACTOR'S MANAGEMENT TEAM SHALL RECEIVE TRAINING PROVIDED BY THE CONTRACTOR'S REGIONAL TEAM, REGARDING THE APPROPRIATE STANDARDS FOR EACH REGULATORY AGENCY THAT IS APPLICABLE TO THAT FACILITY. THE CONTRACTOR SHALL PROVIDE EACH FACILITY WITH EVIDENCE OF SAID ANNUAL TRAINING EACH CALENDAR YEAR.

REPRESENTATIVES FROM THE SUPPLIER'S CORPORATE OFFICE SHALL CONDUCT PERIODIC (NO LESS THAN BIANNUALLY) INSPECTIONS OF EACH FACILITIES PLANT OPERATION TO ENSURE CONTINUAL COMPLIANCE WITH INDUSTRY STANDARDS. WHEN DEFICIENCIES ARE FOUND AND REPORTED BY THE DMH OR GOVERNMENTAL REGULATORY AGENCIES, THE CONTRACTOR'S ON-SITE PERSONNEL SHALL IMMEDIATELY MAKE NECESSARY CHANGES TO COMPLY WITH REGULATIONS.

C FINES AND PENALTIES:

DEFICIENCIES IDENTIFIED BY REGULATORY AGENCY INSPECTIONS SHALL BE PROVIDED TO THE DMH'S PURCHASING DEPARTMENT AND FACILITY DIRECTOR AND ANY/ALL FACILITIES SERVICED BY THE AFFECTED LOCATION. IF REGULATORS CITE DEFICIENCIES, MONETARY FINES MAY BE LEVIED BY THE DMH IN AMOUNTS UP TO THE ACTUAL FINE IMPOSED UPON THE DMH.

THE CONTRACTOR SHALL SUBMIT BI-ANNUAL REPORTS OF THESE INSPECTICES TO THE DMH'S PURCHASING DEPARTMENT AND EACH FACILITY ON OR BEFORE DECEMBER 1 AND JUNE 1 OF EACH CALENDAR YEAR. THIS REPORT SHALL DETAIL EACH STANDARD IDENTIFIED AS NONCOMPLIANT WITH INDUSTRY STANDARDS AND INCLUDE A CORRESPONDING PLAN OF CORRECTIVE ACTION FOR EACH NON-COMPLIANT STANDARD(S).

THE FACILITY RESERVES THE RIGHT TO OBSERVE THE MAINTENANCE SERVICE FOR COMPLIANCE WITH ALL APPLICABLE GOVERNMENTAL REGULATIONS, LIFE SAFETY CODE SERVICE SPECIFICATIONS, AND CONTRACTOR'S POLICIES AND PROCEDURES.

WHEN DMH REPRESENTATIVES (TO INCLUDE THE FACILITY DIRECTOR, ANY SAFETY OFFICERS, INFECTION CONTROL REPRESENTATIVES, ADMINISTRATIVE PERSONNEL, ETC) OBSERVE A REPEATED/RECURRING DEFICIENCY (CONTRACTOR FACILITATED OR RESPONSIBLE) REPEATED THREE (3) OR MORE TIMES WITHIN A ROTATING CALENDAR YEAR, THE DMH MAY IMPOSE A MONETARY FINE OF UP TO \$1,000 FOR THE OCCURRENCE AND UP TO \$500.00 FOR EACH WEEK THEREAFTER UNTIL THE MAINTENANCE OPERATION IS IN COMPLIANCE. RESOLUTION OF REPATED/RECURRING DEFICIENCIES SHALL BE ADDRESSED THROUGH ESTABLISHED COMMUNICATION CHANNELS UP TO AND INCLUDING THE COMPLIANT AND RESULTION PROCESS.

FINES: FINES MAY ALSO BE LEVIED FOR SYSTEMIC OR RECURRING PROBLEMS, THOSE THAT THREATEN THE SAFETY AND SECURITY OF THE INDIVIDUALS SERVED AND/OR THOSE IN CONFLICT WITH EITHER OR BOTH THE DMH'S AND FACILITY'S MISSION AND VISION, CONCERNS MAY NOT NECESSARILY BE LIMITED TO ONE FACILITY, WHEN THE SAME PROBLEM IS REPORTED BY MORE THAN ONE FACILITY.

D. POLICIES AND PROCEDURES:

THE CONTRACTOR SHALL HAVE WRITTEN POLICIES AND PROCEDURES WHICH ARE ACCEPTABLE TO THE DMH, FACILITY ,AND CERTIFYING AUTHORITIES.

1. A POLICY AND PROCEDURE MANUAL SHALL BE PRESENTED TO EACH FACILITY WITHIN ONE WEEK OF THE CONTRACT AWARD. MORE SPECIFIC POICIES WILL BE ERQUIRED TO MEET FACILITY EXPECTATIONS. THESE POLICIES MUST BE DEVELOPED AND PRESENTED TO EACH FACILITY NO LATER THAN END OF THE FIRST MONTH OF CONTRACT OPERATIONS. POLICIES MUST BE REVIEWED AND REVISED AS NEEDED NO LESS THAN EVERY TWO (2) YEARS OR AS NECESSARY TO MEET REGULATORY AGENCY STANDARDS.
2. THE CONTRACTOR'S PROPOSED MANUAL WILL BE REVIEWED BY THE DMH, FACILITY AND ANY OTHER REPRESENTATIVE TO ENSURE "ACCEPTABILITY."
3. THE CONTRACTOR SHALL MAINTAIN COSTANT COMPLIANCE WITH ACCEPTED POLICIEIS AND PROCEDURES.
4. THE CONTRACTOR SHALL IMMEDITATELY CORRECT ANY DEFICIENCY FOUND BY THE DMH. POLICY AND PROCEDURE MANUALS SHALL BE REVIEWED IN ACCORDANCE WITH INDUSTRY STANDARDS AND AVAILABLE TO THE FACILITY AT ALL TIMES.
5. FAILURE TO PROVIDE ACCEPTABLE POLICIES AND PROCEDURES OR THE FAILURE TO COMPLY WITH POLICIES AND PROCEDURES SHALL BE DEEMED NON-PERFORMANCE OF THE CONTARACT AND MAY RESULT IN CANCELLATION OF THE CONTRACT.

6. THE CONTRACTOR'S DIRECTOR FOR EACH FACILITY SHALL BE RESPONSIBLE FOR ENSURING POLICY AND PROCEDURE MANUALS ARE MAINTAINED AND UPDATED TO COMPLY WITH REGULATORY AGENCY STANDARDS.
7. THE CONTRACTOR MUST PROVIDE DOCUMENTED EVIDENCE THAT EMPLOYEES RECEIVE TRAINING REGARDING POLICIES AND PROCEDURES AT THE POINT OF HIRE, AS POLICIES ARE UPDATED, AND ANNUALLY.
8. THE CONTRACTOR MUST COMPLY WITH DMH POLICIES AND PROCEDURES. IF DISSIMILARITY BETWEEN THE DMH POLICIES AND THE CONTRACTOR MANUAL IS FOUND, THE SUPPLIER WILL COMPLY WITH THE DMH POLICY.

E. COMPLAINT AND RESOLUTION PROCESS:

1. THE CONTRACTOR MAY BE REQUESTED TO CONDUCT SPECIAL MONITORING AT ANY POINT DURING THE CONTRACT PERIOD BASED ON INTERNAL AUDITS OR INSPECTIONS, CUSTOMER CONCERNS, REGULATORY AGENCIES DEFICITS/ INSPECTIONS, CUSTOMER CONCERNS, REGULATORY AGENCIES DEFICITS/ RECOMMENDATIONS FOR IMPROVEMENT, ETC.
2. AT THE CONCLUSION OF THE MONITORING PERIOD, THE CONTRACTOR SHALL PROVIDE THE FACILITY AND THE DMH PURCHASING OFFICE WITH A WRITTEN REPORT OF THE FINDINGS ALONG WITH A PLAN OF CORRECTIVE ACTION.
3. IF THE CONTRACTOR FAILS TO CONSISTENTLY COMPLY WITH THEIR PLAN OF CORRECTIVE ACTION AND SHOW SUCCESSFUL RESOLUTION OF THE FACILITY'S AREA OF CONCERN FOLLOWING A SERIES OF DISCUSSIONS WITH THE SUPPLIER'S MANAGEMENT TEAM, THE FACILITY SHALL ISSUE A COMPLIANT AND RESOLUTION REPORT.
4. THE CONTRACTOR SHALL DETERMINE AND NOTE ON REPORT THE APPROPRIATE ACTIONS AND TIMETABLE FOR COMPLIANCE.

F. FACILITY REQUIREMENTS:

1. HOSPITAL QUALITY ASSURANCE: THE FACILITY SHALL MONITOR THE CONTRACTOR'S PERFORMANCE UNDER THIS CONTRACT USING IN PART THE METHODS OF SURVEILLANCE PROVIDED AT THE SITE VISIT.
2. THE FACILITY WILL USE AN ESTABLISHED QUALITY ASSURANCE ENVIRONMENTAL DEFICIENCY INSPECTION SCHEDULE TO MONITOR THE PERFORMANCE OF THE CONTRACTOR. THIS SCHEDULE SHALL PROVIDE ORAL AND WRITTEN FEEDBACK/DOCUMENTATION.
3. A SCHEDULED WEEKLY SUPERVISORY MEETING BY THE CONTRACTOR AND THE FACILITY'S HOUSEKEEPING SUPERVISORY PERSONNEL SHALL BE HELD TO COMMUNICATE ON ONGOING HOUSEKEEPING DEFICIENCIES AND TO IDENTIFY POTENTIAL QUALITY ASSURANCE PROBLEMS.
4. A MONTHLY (OR AS NEEDED) QUALITY ASSURANCE MEETING WITH FACILITY DIRECTOR OR DESIGNEE SHALL BE HELD UNTIL ALL QUALITY ASSURANCE PROBLEMS IDENTIFIED ARE RESOLVED. A QUARTERLY ON FACILITY HOUSEKEEPING DESIGNATED QUALITY ASSURANCE DIRECTOR WILL BE SUBMITTED BY CONTRACT TO FACILITY IN THE FACILITY DESIGNATED FORMAT.
5. ALL SUPPLIES AND CLEANING SUPPLIES AND CHEMICALS ARE TO BE APPROVED BY THE FACILITY'S SAFETY COMMITTEE.

G. BUILDING SECURITY:

1. KEYS: THE CONTRACTOR SHALL BE PROVIDED KEYS OR ALLOWED ACCESS TO ALL BUILDINGS, AREAS AND ROOMS REQUIRING CLEANING. KEYS PROVIDED TO THE CONTRACTOR ARE NOT TO BE DUPLICATED OR REMOVED FROM THE PREMISES. CONTRACTOR'S EMPLOYEES SHALL REFER TO HOSPITAL POLICY RELATED TO

SECURING WINDOWS FOR FURTHER DIRECTION ON SECURING WINDOW SCREEN KEYS.

2. WRITTEN PROCEDURES COVERING KEY CONTROL OR OTHER ACCESS SHALL BE INCLUDED IN THE CONTRACTOR'S PROCEDURE MANUAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMMEDIATELY REPORTING THE OCCURRENCE OF A LOST KEY TO THE FACILITY ENGINEERING DIRECTOR OR OTHER FACILITY DESIGNEE.
3. CONTRACTOR'S EMPLOYEES SHALL NOT ALLOW ANYONE USE OF ANY KEY IN THEIR POSSESSION. THEY SHALL NOT OPEN LOCKED BUILDINGS, ROOMS, OR AREAS TO PERMIT ENTRANCE BY PERSONS OTHER THAN CONTRACTOR'S EMPLOYEES PERFORMING ASSIGNED DUTIES. ALL BUILDINGS/ROOMS/AREAS REQUIRING TO BE LOCKED SHALL NOT BE LEFT UNATTENDED DURING THE CLEANING PROCESS AND SHALL BE LOCKD BY CONTRACTOR'S EMPLOYEES AFTER COMPLETION OF THE CLEANING DUTIES. CONTRACTOR'S PERSONNEL SHALL TURN OFF ALL LIGHTS IN UNOCCUPIED AREAS.

H. EQUIPMENT / BUDGET:

1. EQUIPMENT THAT IS PLUGGED IN FOR RECHARGING IS NOT TO BE UNPLUGGED.
2. CONTRACTOR WILL USE CURRENT HOUSEKEEPING EQUIPMENT USED BY FACILITY TO PERFORM THE SERVICES DESCRIBED HEREIN. CONTRACTOR SHALL PROVIDE, AT CONTRACTORS COST, ANY AND ALL OTHER EQUIPMENT CONTRACTOR DEEMS NECESSARY TO MAINTAIN THE LEVEL OF CLEANLINESS OF FACILITY. ALL EQUIPMENT CURRENTLY OWNED BY HOSPITAL WILL STAY THE PROPERTY OF HOSPITAL AND WILL BE REPAIRED BY CONTRACTOR AS NECESSARY. ALL EQUIPMENT PROVIDED BY CONTRACTOR WILL REMAIN CONTRACTORS AND SHALL BE SEPARATELY TAGGED AND MAINTAINED BY CONTRACTOR.

3. WHEELCHAIRS, BATHTUBS, GURNEYS AND ALL OTHER FURNITURE / EQUIPMENT SHALL BE CLEANED IN ACCORDANCE WITH THE CONTRACTOR'S PROCEDURES. THE CONTRACTOR IS RESPONSIBLE FOR MOVING ALL OTHER FURNITURE AND EQUIPMENT TO ALLOW FOR CLEANING UNDER, AROUND AND BEHIND IT. THE CONTRACTOR IS ALSO RESPONSIBLE FOR CLEANING ALL FURNITURE AND EQUIPMENT AND PERFORMING ALL BED WASHING DUTIES.
4. CHART RACKS ARE CONFIDENTIAL. THE CONTRACTOR SHALL DUST CHART RACKS WITH A DAMP CLOTH AS SPECIFIED IN THE HOUSEKEEPING MANUAL AFTER THE RESPONSIBLE NURSING STAFF HAVE REMOVED CHARTS FROM RACKS.
5. THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL NECESSARY EQUIPMENT AND SUPPLIES NECESSARY TO PERFORM ALL SERVICES REQUIRED. THE CONTRACTOR SHALL SUPPLY:
 - A. ANTI-ANTIBACTERIAL SOLUTION
 - B. PROTECTIVE CLOTHING AND SHOE COVERS, AS DEEMED NECESSARY BY THE INFECTION CONTROL COMMITTEE.
 - C. PRODUCT WHERE DISPENSERS ARE ALREADY INSTALLED IN THE FACILITY.
 - D. MOPS, BROOMS, DUSTMOPS, AND ALL OTHER RELATED CLEANING TOOLS AND UTENSILS.
 - E. WAX, STRIPPER, CARPET CLEANER, BUFFING PADS AND OTHER FLOOR CARE PRODUCTS. ALL FLOOR FINISHING / REFINISHING PRODUCTS MUST BE APPROVED BY THE FACILITY DESIGNEE.
 - F. ALL SUPPLIES NEEDED TO CARRY OUT DAY TO DAY SERVICES (I.E. SOAP SCUM REMOVER, ETC.).
 - G. PRODUCTS NECESSARY FOR THE CONTROL OF URINE AND BLOOD.
 - H. TRASH CAN LINERS.
 - I. TOILETRY ITEMS (HAND SOAP, BODY WASH, PAPER TOWELS, TOILET TISSUE, ETC.).
6. ALL SUPPLIES AND EQUIPMENT SHALL MEET OCCUPATIONAL SAFETY AND HEALTH STANDARDS AND FIRE REGULATIONS.

7. STEEL WOOL, ABRASIVE METAL CLEANERS, OR ANY OTHER CLEANING MATERIAL OR SUPPLY WHICH COULD CAUSE DAMAGE TO HOSPITAL PROPERTY SHALL NOT BE USED.
8. CONTRACTOR WILL BE REQUIRED TO FURNISH AND MAINTAIN IN USABLE CONDITION ALL NECESSARY FLOOR CARE BUFFERS, VACUUM CLEANERS, BURNISHERS, WET-DRY VACUUMS, SHAMPOOERS, FLOOR SCRUBBERS AND ALL OTHER RELATED EQUIPMENT IF CURRENT FACILITY EQUIPMENT IS NOT ADEQUATE.
9. THE CONTRACT SHALL IMMEDIATELY NOTIFY FACILITY DIRECTOR OR DESIGNEE WHEN THERE IS EQUIPMENT DOWN TIME THAT AFFECTS PLANNED WORK SCHEDULES AND THE CORRECTIVE ACTIONS BEING TAKEN TO RECTIFY AND TO RESUME NORMAL SCHEDULING.

I. AFTER HOURS WORK/ OTHER REQUIREMENTS:

1. CONTRACTOR SHALL PROVIDE A SUPERVISOR FOR ANY CREWS WORKING AFTER NORMAL WORK HOURS OR ON SPECIAL PROJECTS, SUCH AS WAXING AND BUFFING, TO ENSURE JOBS ARE SATISFACTORILY COMPLETED AND THE AREAS THEY ARE WORKING IN ARE SECURED.
2. PATIENT UNIT CHECKOUT CLEANING IS A SEVEN (7) DAY PER WEEK REQUIRED SERVICE. DURING DAY SHIFT CLEANING, THE CONTRACTOR SHALL BEGIN THE CLEANING WITHIN SIXTY (60) MINUTES OF THE TIME THAT THE CONTRACTOR IS NOTIFIED THE ROOM IS READY FOR CLEANING. CLEANING SHALL CONTINUE WITHOUT INTERRUPTION UNTIL THE TASK IS COMPLETED. COMPLETE CHECKOUT SERVICE IS TO BE PERFORMED WHEN THE PATIENTS STAY HAS ENDED OR THE PATIENT IS TRANSFERRED TO ANOTHER ROOM.
3. UNIT LAUNDRIES: THE HOUSEKEEPING CONTRACTOR SHALL PROVIDE SCHEDULES AND COORDINATE EFFORTS WITH LAUNDRY REGARDING MOPPING AND BUFFING OF ALL UNIT LAUNDRIES.

J. FEES:

1. CONTRACTOR SHALL SUBMIT PRO FORMA AS DESCRIBED IN ITB SHOWING TOTAL COSTING OF SERVICE BY FACILITY AND SHALL SUBMIT A MONTHLY COST THAT SHALL BE INVOICED BI-MONTHLY.

STANDARD PROCEDURES TO BE USED AT ALL FACILITIES:

HOUSEKEEPING SERVICE SPECIFICATIONS:

THE FOLLOWING SERVICE SPECIFICATIONS WILL BE IMPLEMENTED WHERE APPLICABLE TO AGREED AREAS OF RESPONSIBILITY.

SERVICES SPECIFICATIONS: PATIENT ROOMS

- A. THE FOLLOWING STEPS WILL BE PERFORMED ONE (1) TIME, SEVEN (7) DAYS A WEEK IN ALL OCCUPIED PATIENT ROOMS.
 1. HIGH DUSTING USING A TREATED DUSTER, DUST ALL HORIZONTAL SURFACES: 2 TIMES PER WEEK
 2. EMPTY TRASH, DAMP DISINFECT AND RE-LINE WITH PLASTIC BAG: 7 TIMES PER WEEK
 3. SPOT DISINFECT WALLS, DOORS AND FURNITURE: 7 TIMES PER WEEK
 4. DUST MOP OR VACUUM FLOORS: 7 TIMES PER WEEK
 5. CLEAN BATHROOM, INCLUDING ALL FIXTURES AND FLOORS USING A DISINFECTANT: 7 TIMES PER WEEK
 6. DAMP MOP FLOORS WITH A DISINFECTANT: 7 TIMES PER WEEK
- B. THE FOLLOWING STEPS WILL BE PERFORMED EVERY OTHER DAY IN A VACANT PATIENT OR RESIDENT ROOM:
 1. POLICE VACANT ROOM TO MAKE SURE ROOM IS READY FOR ADMITTANCE.

- C. THE FOLLOWING ADDITIONAL STEPS WILL BE PERFORMED IN EVERY DISCHARGE PATIENT OR RESIDENT ROOM:
1. COMPLETELY WIPE DOWN MATTRESS AND BED FRAME WITH A DISINFECTANT.
 2. PERFORM ALL SIX STEPS IN CLEANING AN OCCUPIED ROOM, INCLUDING HIGH DUSTING AS DESCRIBED ABOVE.

PUBLIC/Common Areas

- A. THE FOLLOWING STEPS WILL BE PERFORMED IN PUBLIC/Common Areas ONE (1) TIME, SEVEN (7) DAYS A WEEK OR AS INDICATED:
1. CLEANING OF ENTRANCES.
 - A. COMPANY WILL CLEAN ALL OUTSIDE ENTRANCES, INCLUDING SWEEPING FOR 20 FEET AROUND THE ENTRANCE DOORS, CLEANING MATS, SPOT WASHING OF DOORS, GLASS, WALLS, AND CLEANING OF CIGARETTE URNS IN THE IMMEDIATE AREA: 7 TIMES PER WEEK.
 - B. COMPANY WILL POLICE ABOVE AREAS AS NECESSARY TO MAINTAIN CLEANLINESS OF AREA.
 2. LIGHT FIXTURES.
 - A. COMPANY WILL BE RESPONSIBLE FOR CLEANING LIGHT FIXTURES, IF FIXTURES DO NOT REQUIRE TOOLS TO DISASSEMBLE: SEMI-ANNUALLY
 - B. LIGHT FIXTURES DUSTED: MONTHLY
 3. DISCHARGES AND EMERGENCY SPILLS
 - A. ENVIRONMENTAL SERVICES WILL BE RESPONSIBLE FOR ALL DISCHARGES AND EMERGENCY SPILLS, WHEN NOTIFIED BY HOSPITAL: 24 HOURS PER DAY, 7 DAYS PER WEEK.

- B. THE FOLLOWING PROJECT CLEANING WILL BE COMPLETED AS NOTED. IN ANY EVENT COMPANY WILL MAINTAIN FACILITY AS REQUIRED BY HOSPITAL.
 - 1. FLOOR CARE (PATIENT ROOMS AND PUBLIC/COMMON AREAS).
 - A. ALL HARD SURFACE FLOORS STRIPPED AND REFINISHED: SEMI-ANNUALLY
 - B. ALL HARD SURFACE FLOORS REFINISHED AND SPRAY BUFFED: WEEKLY
 - C. ALL MARKS AND RESIDUE REMOVED FROM THE BASEBOARDS AND/OR COVING: WEEKLY
 - D. ALL FURNITURE MOVED SO THAT FLOOR IN ITS ENTIRETY MAY BE COMPLETED: COMPLETED PER PROJECT
 - G. ALL CARPETS SHAMPOOED, EXTRACTED, OR CLEANED USING THE DRY METHOD: QUARTERLY (OR AS NEEDED)
 - H. ALL CARPETS SPOT CLEANED: 7 TIMES PER WEEK
 - 2. SUNDAY AND HOLIDAY SCHEDULE. ENVIRONMENTAL SERVICES WILL PROVIDE SERVICE AS DEFINED BY THE OTHER PROVISIONS OF THE AGREEMENT FOR NON-OCCUPIED PATIENT/RESIDENT ROOMS, EXCEPT:
 - A. FLOORS WILL BE DAMP MOPPED, OR CARPETS WILL BE VACUMMED, ONLY AS IS NECESSARY.
 - B. DUSTING WILL BE PERFORMED ONLY AS IS NECESSARY.
 - C. CLOSED AREAS WILL BE CHECKED AND CLEANED AS NEEDED.
 - 3. TRASH REMOVAL. TRASH AND BIO-HAZARDOUS WASTE WILL BE HANDLED PER HOSPITAL POLICY. CONTRACTOR WILL REMOVE TRASH FROM ROOMS DAILY AND EMPTY RECEPTACLES THROUGH THE FACILITIES AND GROUNDS AS DEFINED BY FACILITY.
- C. THE FOLLOWING CLEANING STEPS WILL BE PERFORMED IN ALL OFFICES ONE (1) TIME PER WEEK.
 - 1. DETAIL CLEANING.
 - A. ALL FLOORS VACUMMED, DUST MOPPED AND OR SWEPT.
 - B. ALL FURNITURE AND FURNISHINGS WILL BE DUSTED. (DESKS SHOULD BE CLEARED OF

PAPERS FOR PROPER DUSTING AND CLEANING ONE (1) TIMES PER WEEK PER THE CUSTOMER SERVICE AGREEMENT.

- C. ALL LOW LEDGES, SILLS, AND RAILS WILL BE DAMP DUSTED.
- D. ALL TRASH RECEPTACLES WILL BE EMPTIED AND DAMP WIPED.
- E. ALL GLASS DESK TOPS WILL BE SPOT WASHED AND DRY POLISHED.
- F. ALL SINKS WILL BE WASHED, DISINFECTED, AND DRY POLISHED.
- G. ALL EMERGENCY CLEANING WILL BE ACCOMPLISHED (SPILLAGE, TRACKING, ETC.).
- H. ALL ENTRANCE DOORS (GLASS) WILL BE WASHED AND DRIED, FREE OF STREAKS.
- I. INSIDE WINDOWS WILL BE SPOT CLEANED.

D. THE FOLLOWING CLEANING STEPS WILL BE PERFORMED IN ALL OFFICES THREE (3) TIMES PER WEEK.

1. DAILY CLEANING

- A. EMPTY TRASH CONTAINER AND RELINE WITH PLASTIC BAG THREE (3) TIMES PER WEEK.
- B. POLICE CLEAN AS NECESSARY.

HOUSEKEEPING SERVICE SPECIFICATIONS - (CONTINUED):

PUBLIC AREA RESTROOMS

A. THE FOLLOWING STEPS WILL BE PERFORMED ONE (1) TIME, SEVEN (7) DAYS A WEEK, CLEANED OR POLICED TO MAINTAIN CLEANLINESS AND RESTROOM SUPPLIES AS REQUIRED BY HOST HOSPITAL TAKING INTO ACCOUNT USAGE, LOCATION AND OTHER FACTORS THAT WOULD AFFECT CLEANLINESS.

1. DAILY CLEANING

- A. ALL FLOORS WILL BE DAMP MOPPED, RINSED, AND DISINFECTED.
- B. ALL TOILETS, URINALS, AND SINKS WILL BE CLEANED AND DISINFECTED.
- C. ALL MIRRORS WILL BE CLEANED AND POLISHED.
- D. ALL STALL PARTITIONS WILL BE DAMP DUSTED.
- E. ALL LOW LEDGES, SILLS, AND RAILS WILL BE DAMP DUSTED.
- F. ALL TILE WALLS AND/OR WAINSCOT WILL BE SPOTTED AND WASHED PERIODICALLY.
- G. ALL SANITARY NAPKIN RECEPTACLES WILL BE SPECIALLY HANDLED FOR CLEANING, DISPOSAL, AND DISINFECTING.
- H. ALL EXPENDABLE RESTROOM SUPPLIES WILL BE PLACED IN PROPER DISPENSERS.

2. EMERGENCY SPILLS

- A. ENVIRONMENTAL SERVICES WILL BE RESPONSIBLE FOR CLEANING EMERGENCY SPILLAGE, WHEN NOTIFIED BY CLIENT, 24 HOURS A DAY, SEVEN (7) DAYS PER WEEK.
- B. ALL HARD SURFACE AND CARPETED FLOORS WILL BE SPOT CLEANED AS NEEDED.

SURGERY AND OUTPATIENT SURGERY DEPARTMENT

A. THE FOLLOWING STEPS WILL BE COMPLETED AT THE END OF THE DAY IN ALL OR ANY SURGERY AND OUTPATIENT SURGERY ROOMS OR PROCEDURAL AREAS FIVE (5) TIMES PER WEEK AND FOR ANY UNSCHEDULED PROCEDURES AS REQUIRED BY HOSPITAL.

1. SURGERY SUITES AND ALL ANCILLARY AREAS INCLUDING UTILITY, SCRUB AREAS, RECOVER, LOCKERS, LOUNGES, PREP AREAS, RECOVERY, PATIENT HOLDING, ETC.
 - A. COMPLETELY DUST AND DAMP DISINFECT ALL LEDGES, EQUIPMENT, AND FURNITURE.
 - B. REMOVE AND REDBAG ALL TRASH FROM OR AND OUTPATIENT.
 - C. DRY MOP FLOORS.
 - D. WET DISINFECT FLOORS.

ANCILLARY MEDICAL DEPARTMENTS

- A. THE FOLLOWING STEPS WILL BE PERFORMED SEVEN (7) DAYS A WEEK.
 1. HIGH DUSTING USING A TREATED DUSTER, DUST ALL HORIZONTAL SURFACES: 2 TIMES PER WEEK
 2. EMPTY TRASH, DAMP DISINFECT AND RE-LINE WITH PLASTIC BAG: 7 TIMES PER WEEK
 3. SPOT DISINFECT WALLS, DOORS AND FURNITURE: 7 TIMES PER WEEK
 4. DUST MOP OR VACUUM FLOORS: 7 TIMES PER WEEK
 5. CLEAN BATHROOM, INCLUDING ALL FIXTURES AND FLOORS USING A DISINFECTANT: 7 TIMES PER WEEK
 6. DAMP MOP FLOORS WITH A DISINFECTANT: 7 TIMES PER WEEK

ISOLATION ROOMS - PERFORM THE 6-STEP PATIENT ROOM CLEANING. IN ADDITION, INCLUDE AND FOLLOW THE REQUIRED ADDITIONAL HOSPITAL REQUIREMENT FOR ISOLATION CLEANING.

MOVES-

PERFORM ALL MOVEMENT OF FURNITURE AND ROOM MOVES AS REQUIRED BY FACILITY.

MEETING SETUP-

PERFORM ALL MEETING SETUPS AS REQUIRED BY HOST HOSPITAL.

TRANSFER-

PERFORM ALL PATIENT TRANSFERS AS REQUIRED BY HOST HOSPITAL.

WINDOWS-

CLEAN ALL OUTSIDE WINDOWS FOUR (4) TIMES PER YEAR.

HOUSEKEEPING SERVICE SPECIFICATIONS - (CONTINUED):

DRAPERIES/CUBICLE CURTAINS - REMOVE, SEND OUT FOR CLEANING AND REHANG ANNUALLY OR AS NECESSARY.

STAIRWELLS

- A. DETAIL CLEAN ALL STAIRWELLS ONE (1) TIMES PER WEEK.
- B. POLICE CLEAN ALL STAIRWELLS SIX (6) TIMES PER WEEK.

ELEVATORS

- A. DETAIL CLEAN ALL ELEVATORS SEVEN (7) TIMES PER WEEK.
- A. POLICE CLEAN AS NEEDED TO MAINTAIN CLEANLINESS.

MISCELLANEOUS AREAS

A. CLEAN WAREHOUSING, PARKING STRUCTURES STORAGE AREAS, ETC. USING THE 6 STEPS ONCE PER WEEK OR AS REQUIRED BY HOST HOSPITAL.

CORRIDORS

- A. THE FOLLOWING STEPS WILL BE PERFORMED DAILY OR AS LISTED:
 - 1. DRY MOP FLOOR: 7 TIMES PER WEEK
 - 2. WET MOP WITH DISINFECTANT OR VACUUM: 7 TIMES PER WEEK
 - 3. SPRAY BUFF ALL CORRIDORS: 2 TIMES PER WEEK

SERVICE DEFINITIONS

- A. DETAIL CLEANING: COMPLETE ALL SIX (6) CLEANING STEPS AS REQUIRED.
- B. DAILY CLEANING: ATTENTION, COMPLETE AS NECESSARY.
EMPTY TRASH AND POLICE AREA FOR ITEMS THAT NEED
- C. POLICE CLEANING: COMPLETE ALL SIX (6) CLEANING STEPS AS REQUIRED.
- D. PROJECTS: ALL TASKS THAT ARE NOT DONE ON A DAILY OR WEEKLY BASIS.

ADMINISTRATIVE SERVICES

- A. PARTICIPATE IN ALL FACILITY MEETINGS AND ACTIVITIES AS REQUIRED BY FACILITY HOSPITAL.
- B. MAINTAIN ALL EMPLOYEE FILES AND TRAINING DOCUMENTATION AS REQUIRED BY DMH AND HOSPITAL.
- C. COMPLETE WRITTEN INSPECTIONS WITH USES AND REPORT RESULTS MONTHLY AS REQUIRED TO HOSPITAL ADMINISTRATION.
- D. DEVELOP AND MAINTAIN DETAILED PROJECT SCHEDULE FOR HOSPITAL
- E. PERFORM ALL OTHER SERVICES AS DESCRIBED BY DMH OR HOSPITAL RELATED TO THE HOUSEKEEPING OF THE FACILITY.

CLEANING SCHEDULES

- A. THE ATTACHED IS THE CLEANING SCHEDULE TO BE USED BY CONTRACTOR. CHANGES MAY BE MADE THROUGH WRITTEN APPROVAL OF HOSPITAL ADMINISTRATION (FACILITY DIRECTOR).

(THIS SPACE INTENTIONALLY LEFT BLANK)

Area	Interact with (patient/resident) and organize room	Sanitize	Spot Clean	Clean and sanitize washrooms and bathrooms	Empty and clean waste receptacles	Collect and box red bag waste	Arrange furniture	Vacuum carpets	Damp clean floors	Spot clean floors	Between case cleaning	Burnish floors
INPATIENT AREAS												
Patient Rooms	Daily	Daily PRN	Daily	Daily	Daily	Daily	PRN	Daily	Daily	Scheduled	n/a	Bi Weekly
Intensive Care Unit	Daily	Daily	Daily	Daily	Daily	Daily	PRN	Daily	Daily	n/a	n/a	Monthly
Burn Unit	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Isolation Rooms	Daily	Daily	Daily	Daily	PRN	PRN	Daily	Daily	Daily	n/a	n/a	D/C only
Delivery	Daily	Daily	Daily	Daily	Daily PRN	Daily	Daily	Daily	Daily	Daily	Daily	Weekly
Labor Rooms	Daily	Daily	Daily	Daily	Daily PRN	Daily	N/A	Daily	Daily	Daily	PRN	Weekly
Nursery	Daily	Daily	Daily	Daily	PRN	PRN	n/a	Daily	Daily	Daily	n/a	AR
Utility Rooms	Daily	Daily	Daily	n/a	Daily & PRN	PRN	n/a	Daily	Daily	n/a	n/a	Monthly
Nourishment Stations	Daily	Daily	Daily	Daily	Daily & PRN	PRN	n/a	Daily	Daily	Daily	n/a	Monthly
Treatment/Evaluation Rooms	M-F PRN	WC M-F PRN	M-F WC PRN	M-F WC PRN	PRN	PRN	n/a	M-F	M-F	WC PRN	n/a	Monthly
Medicine Rooms	Daily	Daily	Daily	Daily	Daily & PRN	PRN	n/a	Daily	Daily	Daily	n/a	Monthly
On-Call/Interns Rooms	Daily	Daily PRN	Daily	Daily PRN	Daily PRN	N/A	Daily PRN	Daily PRN	Daily PRN	Daily	n/a	Monthly
Offices/Conference Rooms	M-F	M-F	M-F	M-F	Daily	n/a	5x wk	5x wk	5x wk	5 days wk	n/a	PRN
Solarium/Lobbies	Daily, PRN	Daily PRN	Daily PRN	Daily PRN	Daily PRN	n/a	Daily PRN	Daily PRN	Daily PRN	Daily	n/a	PRN
Visitors Waiting Rooms	Daily, PRN	Daily PRN	Daily	Daily PRN	Daily PRN	n/a	Daily PRN	Daily PRN	Daily PRN	Daily	n/a	PRN
Nurses/Doctors Stations	Daily, PRN	Daily PRN	Daily	n/a	Daily PRN	Daily PRN	n/a	Daily PRN	Daily PRN	Daily	n/a	PRN
SUPPORT DEPARTMENTS												
Surgery-Sterile Areas	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	Daily	n/a	N/A
Surgery-Non-Sterile Areas	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	n/a	n/a	WEEKLY

Area	Interact with (patient/resident) and organize room	Sanitize	Spot Clean	Clean and sanitize washrooms and bathrooms	Empty and clean waste receptacles	Collect and box red bag waste	Average furniture	Vacuum carpets	Damp clean floors	Spot clean floors	Between case cleaning	British floors
Central Sterile (CSR)	M-F	M-F	n/a	M-F	M-F	PRN	n/a	n/a	M-F	n/a	n/a	WEEKLY
Dialysis	n/a	n/a	n/a	n/a	PRN	PRN	n/a	n/a	n/a	n/a	n/a	Monthly
Radiology	Daily	Daily	Daily	Daily PRN	Daily PRN	PRN	Daily PRN	Daily PRN	M-F	Daily	n/a	PRN
Laboratories	Daily	Daily	Daily PRN	Daily PRN	Daily	PRN	Daily	Daily	Daily	Daily	n/a	PRN
Pharmacy	Daily	Daily	Daily	Daily PRN	Daily	n/a	n/a	Daily	Daily	Daily	n/a	PRN
Physical Therapy	6 Days/wk	6 Days/wk	6 Days/wk	6 day wk	6 day wk	n/a	n/a	6 Days/wk	6 Days/wk	6 Days/wk	n/a	PRN
Respiratory Therapy	5 Days/wk	5 Days/wk	5 Days/wk	M-F	M-F	n/a	n/a	M-F	M-F	M-F	n/a	PRN
Occupational Therapy	5 Days/wk	6 Days/wk	6 Days/wk	6 day wk	6 day wk	n/a	n/a	M-F	M-F	n/a	n/a	PRN
Emergency Department	1x/shift	1x/shift	1x/shift	1x/shift	1x/shift	1x/shift	1x/shift	1x/shift	1x/shift	1x/shift	AR	2x/week
Central Stores	n/a	Daily	Daily	Daily	M-F	n/a	n/a	n/a	M-W-F	TT	n/a	PRN
Out-Patient Clinic	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	n/a	PRN
COMMON AND PUBLIC AREAS												
Information/Reception Desk	Daily PRN	Daily PRN	Daily PRN	n/a	Daily PRN	n/a	n/a	Daily PRN	Daily PRN	Daily	n/a	PRN
Facility Entrances	Daily PRN	Daily PRN	Daily PRN	Daily PRN	Daily PRN	n/a	Daily	Daily	Daily	Daily	n/a	Scheduled
Corridors	Daily	Daily PRN	Daily PRN	Daily PRN	Daily PRN	n/a	n/a	Daily PRN	Daily	Daily	n/a	Daily
Cafeteria	Daily	Daily PRN	n/a	Daily PRN	n/a	n/a	Daily PRN	Daily PRN	Daily	PRN AR	n/a	Daily PRN
Serving Area	Daily	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Daily	n/a	n/a	Daily PRN
Kitchen	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Environmental Closets	PRN	Daily	Daily	n/a	Daily	n/a	n/a	n/a	Daily	Daily	n/a	Bi-Weekly
Public Rest Rooms	Daily PRN	Daily PRN	Daily PRN	Daily PRN	Daily PRN	n/a	n/a	n/a	Daily	Daily PRN	AR	Weekly
Elevators	Daily PRN	Daily PRN	Daily PRN	n/a	n/a	n/a	n/a	n/a	Daily	Daily PRN	n/a	Daily PRN
Stairways	5x Week	5x Week	n/a	n/a	n/a	n/a	n/a	n/a	n/a	3x Week	n/a	Bi-Weekly
Offices	n/a	M-F	M-F	M-F	M-F	n/a	M-F	M-F	M-F	M-F	n/a	n/a

Area	Interact with (patient/resident) and organize room	Sanitize	Spot Clean	Clean and sanitize washrooms and bathrooms	Empty and clean waste receptacles	Collect and box red bag waste	Arrange furniture	Vacuum carpets	Damp clean floors	Spot clean floors	Between case cleaning	Furnish floors
Receiving Area	n/a	M-F	M-F	M-F	M-F	n/a	n/a	M-F	M-F	M-F	n/a	Bi-Weekly
Offices												
Receiving Dock	PRN	M-F	M-F	n/a	n/a	n/a	n/a	PRN	PRN	PRN	n/a	n/a
Morgue/Autops y Room	AR	AR	AR	AR	AR	AR	AR	AR	AR	AR	AR	AR
Vending Machine Areas	Daily PRN	Daily PRN	Daily	n/a	Daily PRN	n/a	Daily PRN	Daily PRN	Daily	PRN	AR	Weekly PRN
Gift Shop	Daily	Daily	Daily	n/a	Daily	n/a	Daily PRN	Daily PRN	Daily	PRN	n/a	n/a
Chapel	Daily	Daily	Daily	Daily PRN	Daily	n/a	Daily PRN	Daily PRN	Daily	Daily	PRN	AR
Tunnel/Bridges	Daily	Daily	Daily	Daily	Daily	n/a	Daily	Daily PRN	Daily	Daily	n/a	Daily

ATTACHMENT EVS - I

BUILDING AND AREAS TO BE SERVICED UNDER EVS PROGRAM

All Campuses (Hospitals and Out Buildings) Detailed in the ITB and Shown in Exhibit A shall follow this minimum schedule which can only be changed via Policy with Facility Directors written Approval.

DESCRIPTION OF SERVICES AND FREQUENCIES

The Service Employees will clean the areas as specified below. The numbers shown below represent the number of times per week that a service will be performed, unless otherwise noted (N/A = Not applicable, WC = Weekend Cleaning, PRN=As needed, MWFS = Monday, Wednesday, Friday, Sunday TTS = Tuesday, Thursday, Saturday, M-F Monday thru Friday only, AR = As Requested, Term- Monday Thru Friday Terminal Cleaning).

EXHIBIT C

Minimum Linen / Laundry Terms for All Facilities:

THE LINEN / LAUNDRY SERVICE WILL FOLLOW THE GUIDELINES BY OSHA, JCAHO, MEDICAID, CDC, EPA, SARA, AND OTHER FEDERAL, STATE, AND LOCAL REGULATIONS REGARDING THE CLEANING, STORAGE, PICK-UP, AND DELIVERY OF LINENS.

ALL LINENS LEAVING THE FACILITIES WILL BE CONSIDERED AS CONTAMINATED AND BE TREATED BY THE COMPANY AS SUCH. NO LINENS WILL BE SEPARATED OR DOUBLE BAGGED AS A RESULT OF CONTAMINATION. ALL IS INFECTIOUS AND SHOULD BE TREATED AS SUCH.

SOILED LINEN WILL BE PLACED IN COVERED LAUNDRY BAGS (COVERED DURING TRANSPORT) OR HAMPERS SUPPLIED BY THE CONTRACTOR AT THE FACILITY AND PLACE IN THE AREA DESIGNATED BY THE FACILITY FOR PICK-UP. SOILED LINENS WILL BE PICKED UP FIVE TIMES WEEKLY. COVERS FOR HAMPERS WILL BE PROVIDED BY THE CONTRACT COMPANY.

CLEAN LINENS WILL BE RETURNED TO THE FACILITY UP TO FIVE TIMES WEEKLY (MONDAY THROUGH FRIDAY AS REQUIRED BY THE FACILITY) BEFORE NOON EACH DAY AND STORED IN AREAS DESIGNATED BY THE FACILITY. THE LAUNDRY SERVICE MUST ESTABLISH AND MAINTAIN APPROPRIATE STANDARDS OF QUALITY IN PREPARATION FOR AND DURING THE PROCESSING OF LINENS.

LAUNDRY FORMULATIONS AND TEMPERATURE LEVELS WILL BE WITHIN APPLICABLE GUIDELINES WHEN LINEN IS PROCESSED. AN ACCURATE THERMOMETER SHOULD BE USED TO MEASURE WATER TEMPERATURE. A WATER TEMPERATURE OF ABOVE 71C (169F) FOR 25 MINUTES IS USED IN WASHING MACHINES WITH GOOD WASHING ACTION AND EFFECTIVE DETERGENTS WILL BE USED TO REMOVE SOIL AND MICROBIAL CONTAMINATION OF ALL FACILITY LINENS.

THE ADDITION OF BLEACH OR OTHER EPA REGISTERED AND APPROVED CHEMICAL TREATMENTS WILL BE USED ON ALL LINENS TO FURTHER REDUCE MICROBIAL CONTAMINATION. ALL LINENS WILL BE DRIED AT LEAST AT A TEMPERATURE OF 200F COMPLETELY. IRONING TEMPERATURES AT LEAST 300F WILL BE DEPENDENT ON THE CONTRACT COMPANY'S PROCEDURES FOR IDENTIFICATION OF WHICH LAUNDRY IS IRONED.

HEAVILY SOILED ITEMS SUCH AS DOORMATS WILL BE LAUNDERED SEPARATELY FROM OTHER LINEN. DIRTY LINEN WILL BE CLEANED SEPARATELY FROM AREAS WHERE CLEAN LINEN IS HANDLED, STORED, OR PROCESSED FOR TRANSPORT.

CONTRACTOR AGREES TO SEPARATE STAINED LAUNDRY AND TREAT FOR STAIN REMOVAL. CONTRACTOR ALSO AGREES TO TREAT FOR STAIN REMOVAL ANY LAUNDRY COLLECTED BY DMH FACILITIES AND PRESENTED SEPARATELY.

MONTHLY CULTURE REPORTS AND PH LEVELS OF THE LINEN WILL BE PERFORMED BY THE CONTRACT COMPANY. A COPY OF THESE REPORTS WILL BE MAILED TO THE INFECTION

CONTROL NURSE AT THE FACILITIES OR THE FACILITY DIRECTOR'S DESIGNEE. PH LEVELS OF CLEAN LINEN WILL BE WITHIN STATE GUIDELINES.

AFTER PROCESSING OR FOLDING, LINEN MUST BE SECURELY PACKAGED IN BUNDLES AND ALSO SHRINK-WRAPPED TO PREVENT POSSIBLE CONTAMINATION DURING TRANSPORT. UNSECURED BUNDLES WILL NOT BE ACCEPTED. LINEN WILL BE TRANSPORTED IN A SANITIZED TRUCK FOR DELIVERY TO THE FACILITY.

ALL DELIVERIES MUST BE COORDINATED TO MEET THE NEEDS OF EACH INDIVIDUAL FACILITY AND WILL VARY FROM ONE TO FIVE TIMES WEEKLY AS NEEDED BY FACILITY. THE LINENS FURNISHED WILL BE OF GOOD QUALITY. ALL LINEN SHALL BE CLEAN, STAIN-FREE AND WITHOUT TEARS. UNACCEPTABLE LINEN WILL BE RETURNED TO THE VENDOR AT NO COST TO THE FACILITY. THE SPREADS SHALL BE PIPING ROCK MANUFACTURED BY BATES OR AN APPROVED EQUIVALENT. THEY SHALL COME IN ASSORTED SOLID COLORS.

THE FOLLOWING SAFETY MEASURES WILL BE CARRIED OUT TO AVOID THE CAUSES AND SPREAD OF INFECTION AT THE FACILITIES. THESE MEASURES INCLUDE THE FOLLOWING:

- 1) SPECIAL WASH FORMULAS TO ASSURE PROPER CLEANING AND SANITATION: CHEMICALS USED ARE TO BE AS FOLLOWS: A SPECIAL COMPOUND ORTHOSILICATE OR METASILICATED ALKALI, SODIUM HYPOCHLORITE (1% SOLUTION), SODIUM SILICOFLUORIDE, A SURFACTANT CONSISTING OF 1) DIETHANALAMINE, 2) DODECYLBENZENE SULFONATE, 3) ALKYLPOLETHYER ALCOHOL, 4) ISOPROPANOL IN WATER, AND

A FABRIC SOFTENER WITH A BACTERIASTAT ADDED. THE WASHING FORMULAS SHALL RAISE THE PH VALUE TO 11.0 TO 11.5 IN 170 DEGREE F + WASH WATER TEMPERATURE FOR A PERIOD OF AT LEAST 15 MINUTES AND THEN RUN A SODIUM HYPOCHLORITE SOLUTION FOR AT LEAST 8 MINUTES AT 150 DEGREES F.

2. SPECIAL CARE IN SANITIZING DELIVERY TRUCKS AND HAMPERS: SOILED LINEN SHALL BE RETURNED IN COVERED HAMPERS OR IN BAGS PLACED ON TOP OF ROUTE TRUCKS, CONTAMINATED LINEN SHALL BE RETURNED IN WATER SOLUABLE BAGS AND SHALL NOT BE HANDLED BY THE ROUTE OPERATOR. CLEAN AND SOILED LINEN ARE NEVER MIXED INSIDE THE SAME DELIVERY VEHICLE. ALL VEHICLES ARE CLEANED BETWEEN LOADS BY USE OF STEAM AND CHEMICALS. ALL HAMPERS MUST BE SANITIZED AFTER EACH RETURN TO THE BRANCH CONTAINING SOILED HEALTH CARE TEXTILES. CLEAN LAUNDRY MUST BE RETURNED BY THE CONTRACTOR IN CARTS WITH NON-MARKING CASTERS. THE VENDOR MUST FURNISH ALL MOBILE CARTS AND BASKETS OR CONTAINERS USED IN HANDLING LINEN AND USE THIS EQUIPMENT EXCLUSIVELY AT THE FACILITIES RECEIVING LAUNDRY SERVICES.

THE CONTRACTOR AGREES THAT DMH SHALL HAVE THE RIGHT TO COUNT AND CHECK AND / OR WEIGH OUTGOING AND INCOMING LAUNDRY AND REPORT TO THE CONTRACTOR. ALL DISCREPANCIES SHALL BE RESOLVED TO THE SATISFACTION OF DMH.

THE CONTRACTOR AGREES TO FURNISH AN ADEQUATE SUPPLY OF HAMPERS, AS DETERMINED BY DMH FACILITIES FOR THE COLLECTION OF SOILED LAUNDRY AND THE

DELIVERY OF CLEAN LAUNDRY, INCLUDING UNIT LAUNDRIES. HAMPERS SHALL BE CONSTRUCTED OF HIGH IMPACT PLASTIC AND MEASURE APPROXIMATELY 48" LONG X 8" HIGH X 29" WIDE WITH FOUR 5" SWIVEL CASTERS OR A SIMILAR PRODUCT.

CONTRACTOR AGREES TO KEEP ALL HAMPERS IN A STATE OF GOOD REPAIR AND ACCEPTABLE CLEANLINESS. ALL HAMPERS SHALL BE CLEANED WITH HOT WATER AND A GERMICIDAL DISINFECTANT, PROVIDED BY CONTRACTOR AND APPROVED BY DMH FACILITY INFECTION CONTROL.

FINALLY, CONTRACTOR WILL LAUNDRY PATIENT CLOTHING IN FACILITIES THAT HAVE LAUNDRY EQUIPMENT IN A LIKE MANNER AS DESCRIBED AND FOR THOSE FACILITIES WITH NO LAUNDRY EQUIPMENT, CONTRACTOR WILL PROCESS PATIENT CLOTHING IN A MANNER CONSISTENT WITH ESTABLISHED LAUNDRY INDUSTRY PRACTICES FOR SUCH WEARING APPAREL. UNIT STAFF WILL REMOVE ALL ARTICLES FROM POCKETS OF CLIENT'S CLOTHING AND UNIT STAFF WILL SORT CLOTHING BEFORE PICKUP. CONTRACTOR WILL ENSURE THAT UNIT STAFF SORTED CLOTHES PROPERLY. CONTRACTOR WILL PICK UP AND DELIVER PATIENT CLOTHING AT HOSPITAL ON A DAILY BASIS, 7 DAYS PER WEEK. PICK UP AND DELIVERY TIMES WILL BE SET BY DMH FACILITIES.

CONTRACTOR SHALL OPERATE UNIT LAUNDRIES ON A SEVEN DAY A WEEK BASIS, TO INCLUDE HOLIDAY COVERAGE. CONTRACTOR SHALL HAVE SUFFICIENT MANPOWER, IN-SERVICE TRAINING, THAT WILL ALLOW SCHEDULED COVERAGE ON ALL UNIT LAUNDRIES WHEREAS DAILY PRODUCTION SHALL NOT BE INTERRUPTED. ANY WASHING/DRYING CYCLES WILL BE COMPLETED AND MACHINES CLEAN AND EMPTY AT THE END OF EACH DAILY SHIFT. THIS PROCEDURE WILL APPLY FOR ALL UNIT LAUNDRIES.

DMH LAUNDRY IN UNITS:
DMH FACILITIES WITH IN UNIT LAUNDRIES WILL PLACE ITS UNIT LAUNDRY FACILITIES, COMPLETELY EQUIPPED AND READY TO OPERATE, UNDER THE SUPERVISION OF THE CONTRACTOR. CONTRACTOR LAUNDRY SUPERVISOR SHALL IMMEDIATELY NOTIFY DMH OF ANY EQUIPMENT MALFUNCTIONS OR NEEDED REPAIR, CHANGE IN WATER TEMPERATURES THAT MAY AFFECT THE LAUNDERING PROCEDURE, OR ANY PHYSICAL PLANT DEFICIENCIES NOTED WITHIN THE UNIT LAUNDRIES. DMH WILL BE RESPONSIBLE FOR ALL EQUIPMENT REPAIRS AND REPLACEMENT OF EQUIPMENT, EXCEPT THAT EQUIPMENT DAMAGED OR DESTROYED BY CONTRACTOR OF HIS AGENT DUE TO NEGLIGENCE OR MISUSE SHALL BE REPAIRED OR REPLACED BY DMH AND THIS SHALL BE DONE AT THE EXPENSE OF THE CONTRACTOR. DMH HAS ULTIMATE AUTHORITY AND CONTROL OVER THE PHYSICAL PLANT, BUT SHALL NOT EXERCISE SUCH AUTHORITY AND CONTROL IN A WAY UNREASONABLE TO INTERFERE WITH THE SUPERVISORY AUTHORITY OF THE CONTRACTOR.

LINENS TO BE PROVIDED AND LAUNDERED SHALL INCLUDE BUT ARE NOT LIMITED TO:

- A. HAND TOWELS
- B. SINGLE FLAT SHEETS
- C. SINGLE FITTED SHEETS
- D. PILLOWCASES
- E. CATH TOWELS
- F. BATH CLOTHS
- G. HAND TOWELS
- H. THERMAL BLANKETS

- I. DISH TOWELS
- J. FLOOR MATS
- K. BED SPREADS
- L. DUST MOPS
- M. TABLE CLOTHS

PAYMENT FOR SERVICES:

- A. DMH AGREES TO PAY CONTRACTOR IN ACCORDANCE WITH A PER PIECE PRICING SCHEDULE.
- B. THE PRICE PER PIECE SHALL BE GUARANTEED FOR THE FIRST YEARS OF THE CONTRACT TERM. THE PRICE PER PIECE FOR THE 4TH AND FOLLOWING YEARS SHALL BE ADJUSTED ON THE YEAR ENDING USING THE PRODUCER PRICE INDEX FOR FINISHED GOODS AND IN ACCORDANCE WITH THE PERCENT OF CHANGE FOR THE PREVIOUS TWELVE (12) MONTHS.
- C. ALL ADJUSTMENTS IN PRICE SHALL BE ROUNDED TO THE NEAREST 10TH OF A CENT.
- D. CONTRACTOR SHALL SUBMIT A DETAILED PRICE PER PIECE TO BE UTILIZED AT ALL FACILITIES.
- E. THE CONTRACTOR SHALL INVOICE BI-MONTHLY AS DESCRIBED IN THE MASTER AGREEMENT.

Exhibit D

Minimum Dietary Terms for All Facilities:

PAYMENT FOR SERVICES:

- F. DMH AGREES TO PAY CONTRACTOR IN ACCORDANCE WITH THE NUMBER OF MEALS SERVED AT THE FACILITIES.
- G. THE PRICE PER MEAL SHALL BE GUARANTEED FOR THE FIRST TWO YEARS OF THE CONTRACT. THE PRICE PER MEAL FOR THE 3RD AND FOLLOWING YEARS SHALL BE ADJUSTED ON THE YEAR ENDING 12 MONTHS USING THE PRODUCER PRICE INDEX FOR FINISHED GOODS AND IN ACCORDANCE WITH THE PERCENT OF CHANGE FOR THE PREVIOUS TWELVE (12) MONTHS.
- H. ALL ADJUSTMENTS IN PRICE SHALL BE ROUNDED TO THE NEAREST 10TH OF A CENT.

EQUIPMENT /REPAIRS / UTILITIES:

- 1. ANY REPAIRS RESULTING FROM NORMAL WEAR AND TEAR ON ALL FOOD AND NUTRITION SERVICE RELATED ITEMS OWNED BY HOST HOSPITAL PRIOR TO THE EFFECTIVE DATE OF THIS ADDENDUM SHALL BE THE RESPONSIBILITY OF HOST HOSPITAL.

2. ANY REPAIRS WHICH ARE NECESSARY SOLELY DUE TO CONTRACTOR NEGLIGENCE SHALL BE THE RESPONSIBILITY OF CONTRACTOR AND THE REASONABLE COSTS OF SUCH REPAIRS SHALL BE PAID BY CONTRACTOR.
3. HOST HOSPITAL SHALL BE RESPONSIBLE FOR KEEPING ITS EQUIPMENT USED BY CONTRACTOR IN CONNECTION WITH THE SERVICES PROVIDED BY CONTRACTOR IN A CONDITION SUFFICIENT TO ALLOW CONTRACTOR TO PERFORM THE SERVICES EFFICIENTLY AND COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS OR ACCREDITATION STANDARDS, INCLUDING, BUT NOT LIMITED TO JCAHO, OSHA AND LOCAL HEALTH DEPARTMENT RULES AND REGULATIONS.
4. CONTRACTOR WILL TAKE REASONABLE CARE OF EQUIPMENT FURNISHED BY THE DMH / FACILITY AND PROTECT IT FROM MISUSE, DAMAGE, DESTRUCTION, OR LOSS. CONTRACTOR WILL PROVIDE REPORTS AS REQUESTED ON THE CONDITION OF THE EQUIPMENT THE NECESSITY TO REPLACE OR REPAIR EQUIPMENT. THE CONTRACTOR WILL COMPLY WITH THE DMH'S MANUAL ON NON-CONSUMABLE EQUIPMENT.
5. THE FACILITY WILL PROVIDE HEAT, LIGHTS, POWER, WATER, NATURAL GAS AND REFRIGERATION NECESSARY FOR AN EFFICIENT FOOD SERVICE OPERATION. IT IS UNDERSTOOD THAT THE FACILITY CANNOT GUARANTEE AN UNINTERRUPTED SUPPLY, BUT WILL EXERCISE DUE DILIGENT EFFORTS TO FURNISH SAME. TELEPHONE SERVICES WILL ALSO BE PROVIDED BY THE FACILITY. THE COST OF NON-LOCAL CALLS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND THE COST WILL BE CREDITED TO THE FACILITY ON THE MONTHLY INVOICE.

MEAL ESTIMATES:

- A. CONTRACTOR SHOULD USE PATIENT DAYS PROVIDED IN THE ITB TO ESTIMATE THE NUMBER OF MEALS SERVED FOR EACH FACILITY.

- B. IN THE EVENT A FOOD SERVICE KITCHEN IS SCHEDULED FOR CLOSING, THE CONTRACTOR SHALL BE GIVEN FOUR (4) TO (6) MONTHS NOTICE OF CLOSURE.
- C. DMH MAY REQUEST THAT THE CONTRACTOR MAKE AN OFFER FOR ALTERNATIVE PLANS TO PROVIDE MEALS TO REMAINING CUSTOMERS SERVICED FROM THAT KITCHEN. THE CONTRACTOR SHALL BE GIVEN TWO (2) TO THREE (3) MONTH'S PREPARATION TIME IF POSSIBLE.
- D. IF CONTRACTOR AND DMH ARE UNABLE TO AGREE UPON ALTERNATIVE MEAL PLANS, THE DMH SHALL SEEK ANOTHER SOURCE OF SUPPLY AND SERVICE.
- E. SHOULD THE DEPARTMENT ADD A FACILITY TO THE CONTRACT, THE DMH'S ACTUAL MEALS SERVED SHALL INCLUDE THE NEW FACILITY'S ACTUAL OR ANTICIPATED MEALS SERVED ONCE OPENED.

LISTED BELOW ARE THE GENERAL REQUIREMENTS FOR SERVICES THAT DMH EXPECTS THE CONTRACTOR TO PROVIDE. THESE SPECIFICATIONS ARE NOT INTENDED TO COVER ALL ASPECTS OF A SUCCESSFUL FOOD SERVICE OPERATION. THE DMH EXPECTS THE FOOD SERVICE OPERATION TO BE CONDUCTED IN ACCORDANCE WITH INDUSTRY STANDARDS AND ALL APPLICABLE GOVERNMENTAL REGULATIONS WHETHER EXPRESSED SPECIFICALLY HEREIN OR NOT. SERVICES MUST BE PROVIDED TO ENSURE CONTINUOUS COMPLIANCE WITH THE JOINT COMMISSION (TJC), OSHA, MEDICARE, MEDICAID, HIPAA, AND TITLE XIX STANDARDS / INTERPRETATIONS.

CONTRACTOR SHALL MANAGE, SUPERVISE AND OPERATE THE FOOD AND NUTRITION DEPARTMENT AT DMH HOSPITALS IN ACCORDANCE WITH THIS ADDENDUM (INCLUDING ALL SCHEDULES ATTACHED HERETO), AND SHALL PROVIDE THE FOLLOWING SERVICES:

- A. **SERVICES COVERED:**
 - 1. PATIENT SERVICES;
 - 2. SPECIAL FUNCTIONS (CATERING); AND

3. CLINICAL NUTRITION SERVICES.

B. STANDARDS:

SUPPLIER IS REQUIRED TO BE KNOWLEDGEABLE OF AN IN COMPLIANCE WITH ESTABLISHED STANDARDS FOR FOOD SERVICE. THESE SHALL INCLUDE, BUT NOT LIMITED TO THE FOLLOWING:

- A) CURRENT STANDARDS FOR PSYCHIATRIC FACILITIES BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS INCLUDING HOSPITALS, LONG-TERM CARE, MENTAL HEALTH CARE, AND SUBSTANCE ABUSE.
- B) TITLE XVIII: MEDICARE STANDARDS FOR FOOD SERVICES IN HOSPITALS, CURRENTLY APPLICABLE.
- C) TITLE XIX: MEDICAID STANDARDS, INTERMEDIATE CARE FACILITIES, HOSPITALS, AND INTELLECTUAL / DEVELOPMENTAL DISABILITIES, CURRENTLY APPLICABLE, INCLUDING, TEMPERATURE LOGS ON ALL HEATING AND REFRIGERATION UNITS, DISHWASHERS AND TRAY LINE TEMPERATURES.
- D) STATE OF ALABAMA DEPARTMENT OF EDUCATION CHILD NUTRITION PROGRAM AS APPLICABLE.
- E) ALL LAWS, ORDINANCES, REGULATIONS, ORDERS, AND DIRECTIVE ISSUED BY AN PUBLIC HEALTH AGENCY OR OTHER REGULATORY AGENCY, INCLUDING OSHA, RELATED TO SANITARY, SAFE OPERATIONS OF FOOD SERVICES.
- F) NATIONAL ACADEMY OF SCIENCES, INSTITUTE OF MEDICINE'S DIETARY REFERENCE INTAKES, CURRENT EDITION.

G) DIET MANUAL ADOPTED BY FACILITY MEDICAL STAFF AND /OR FACILITY LICENSED, REGISTERED DIETITIANS, AND OR FACILITIES OTHER DESIGNEE.

COMPLIANCE WITH APPLICABLE FEDERAL, STATE, AND FACILITY REGULATIONS IS MANDATORY.

THE SUPPLIER'S ON-SITE MANAGEMENT TEAM SHALL IMMEDIATELY INFORM THE FACILITY AND THE CONTRACTOR'S CORPORATE SUPPORT PERSONNEL OF ANY VIOLATIONS OF APPLICABLE REGULATIONS AND SHALL IMMEDIATELY MAKE CHANGES NECESSARY FOR COMPLIANCE.

THE CONTRACTORS CORPORATE/REGIONAL LEVEL REPRESENTATIVE SHALL IMMEDIATELY NOTIFY THE DMH IN WRITING OF ANY STANDARD(S) WHICH THE CONTRACTOR CANNOT BE IN TOTAL COMPLIANCE WITH AT ANY TIME DURING THE CONTRACT PERIOD.

STANDARDS / MANAGEMENT TEAM: EACH FACILITY'S CONTRACTOR'S MANAGEMENT TEAM SHALL RECEIVE TRAINING PROVIDED BY THE CONTRACTOR'S REGIONAL TEAM, REGARDING THE APPROPRIATE STANDARDS FOR EACH REGULATORY AGENCY THAT IS APPLICABLE TO THAT FACILITY. THE CONTRACTOR SHALL PROVIDE EACH FACILITY WITH EVIDENCE OF SAID ANNUAL TRAINING EACH CALENDAR YEAR.

REPRESENTATIVES FROM THE SUPPLIER'S CORPORATE OFFICE SHALL CONDUCT PERIODIC (NO LESS THAN BIANNUALLY) INSPECTIONS OF EACH FOOD SERVICE OPERATION TO ENSURE CONTINUAL COMPLIANCE WITH INDUSTRY STANDARDS. WHEN DEFICIENCIES ARE FOUND AND REPORTED BY THE DMH OR GOVERNMENTAL REGULATORY AGENCIES, THE CONTRACTOR'S ON-SITE PERSONNEL SHALL IMMEDIATELY MAKE NECESSARY CHANGES TO COMPLY WITH REGULATIONS.

C FINES AND PENALTIES:

DEFICIENCIES IDENTIFIED BY REGULATORY AGENCY INSPECTIONS SHALL BE PROVIDED TO THE DMH'S PURCHASING DEPARTMENT AND FACILITY DIRECTOR AND ANY/ALL FACILITIES SERVICED BY THE

AFFECTED LOCATION. IF REGULATORS CITE DEFICIENCIES, MONETARY FINES MAY BE LEVIED BY THE DMH IN AMOUNTS UP TO THE ACTUAL FINE IMPOSED UPON THE DMH.

THE CONTRACTOR SHALL SUBMIT BI-ANNUAL REPORTS OF THESE INSPECTIONS TO THE DMH'S PURCHASING DEPARTMENT AND EACH FACILITY ON OR BEFORE DECEMBER 1 AND JUNE 1 OF EACH CALENDAR YEAR. THIS REPORT SHALL DETAIL EACH STANDARD IDENTIFIED AS NONCOMPLIANT WITH INDUSTRY STANDARDS AND INCLUDE A CORRESPONDING PLAN OF CORRECTIVE ACTION FOR EACH NON-COMPLIANT STANDARDS.

THE FACILITY RESERVES THE RIGHT TO OBSERVE THE FOOD SERVICE OPERATION (INCLUDES PRODUCTION AND SERVICE AREAS) FOR COMPLIANCE WITH ALL APPLICABLE GOVERNMENTAL REGULATIONS, FOOD SERVICE SPECIFICATIONS, AND CONTRACTOR'S POLICIES AND PROCEDURES.

WHEN DMH REPRESENTATIVES (TO INCLUDE THE FACILITY DIETICIAN, INFECTION CONTROL REPRESENTATIVES, ADMINISTRATIVE PERSONNEL, ETC) OBSERVE A REPEATED/RECURRING DEFICIENCY (CONTRACTOR FACILITATED OR RESPONSIBLE) REPEATED THREE (3) OR MORE TIMES WITHIN A ROTATING CALENDAR YEAR, THE DMH MAY IMPOSE A MONETARY FINE OF UP TO \$1,000 FOR THE OCCURRENCE AND UP TO \$500.00 FOR EACH WEEK THEREAFTER UNTIL THE FOOD SERVICE OPERATION IS IN COMPLIANCE. RESOLUTION OF REPEATED/RECURRING DEFICIENCIES SHALL BE ADDRESSED THROUGH ESTABLISHED COMMUNICATION CHANNELS UP TO AND INCLUDING THE COMPLIANT AND RESOLUTION PROCESS.

FINES: FINES MAY ALSO BE LEVIED FOR SYSTEMIC OR RECURRING PROBLEMS, THOSE THAT THREATEN THE SAFETY AND SECURITY OF THE INDIVIDUALS SERVED AND/OR THOSE IN CONFLICT WITH EITHER OR BOTH THE DMH'S AND FACILITY'S MISSION AND VISION, CONCERNS MAY NOT NECESSARILY BE LIMITED TO ONE FACILITY, WHEN THE SAME PROBLEM IS REPORTED BY MORE THAN ONE FACILITY.

I. POLICIES AND PROCEDURES:

1. THE CONTRACTOR SHALL HAVE WRITTEN POLICIES AND PROCEDURES WHICH ARE ACCEPTABLE TO THE DMH, FACILITY, AND CERTIFYING AUTHORITIES.
2. A POLICY AND PROCEDURE MANUAL SHALL BE PRESENTED TO EACH FACILITY WITHIN ONE WEEK OF THE CONTRACT AWARD. MORE SPECIFIC POLICIES WILL BE REQUIRED TO MEET FACILITY EXPECTATIONS. THESE POLICIES MUST BE DEVELOPED AND PRESENTED TO EACH FACILITY NO LATER THAN END OF THE FIRST MONTH OF CONTRACT OPERATIONS. POLICIES MUST BE REVIEWED AND REVISED AS NEEDED NO LESS THAN EVERY TWO (2) YEARS OR AS NECESSARY TO MEET REGULATORY AGENCY STANDARDS.
3. THE CONTRACTOR'S PROPOSED MANUAL WILL BE REVIEWED BY THE DMH, FACILITY AND ANY OTHER REPRESENTATIVE TO ENSURE "ACCEPTABILITY."
4. THE CONTRACTOR SHALL MAINTAIN CONSTANT COMPLIANCE WITH ACCEPTED POLICIES AND PROCEDURES.
5. THE CONTRACTOR SHALL IMMEDIATELY CORRECT ANY DEFICIENCY FOUND BY THE DMH. POLICY AND PROCEDURE MANUALS SHALL BE REVIEWED IN ACCORDANCE WITH INDUSTRY STANDARDS AND AVAILABLE TO THE FACILITY AT ALL TIMES.
6. FAILURE TO PROVIDE ACCEPTABLE POLICIES AND PROCEDURES OR THE FAILURE TO COMPLY WITH POLICIES AND PROCEDURES SHALL BE DEEMED NON-PERFORMANCE OF THE CONTRACT AND MAY RESULT IN CANCELLATION OF THE CONTRACT.
7. THE CONTRACTOR'S FOOD SERVICE DIRECTOR FOR EACH FACILITY SHALL BE RESPONSIBLE FOR ENSURING POLICY AND PROCEDURE MANUALS ARE MAINTAINED AND UPDATED TO COMPLY WITH REGULATORY AGENCY STANDARDS.
8. THE CONTRACTOR MUST PROVIDE DOCUMENTED EVIDENCE THAT EMPLOYEES RECEIVE TRAINING REGARDING POLICIES AND PROCEDURES AT THE POINT OF HIRE, AS POLICIES ARE UPDATED, AND ANNUALLY.
9. THE CONTRACTOR MUST COMPLY WITH DMH POLICIES AND PROCEDURES. IF DISSIMILARITY BETWEEN THE DMH POLICIES AND THE CONTRACTOR MANUAL IS FOUND, THE SUPPLIER WILL COMPLY WITH THE DMH POLICY.

J. COMPLIANT AND RESOLUTION PROCESS:

1. THE CONTRACTOR MAY BE REQUESTED TO CONDUCT SPECIAL MONITORING AT ANY POINT DURING THE CONTRACT PERIOD BASED ON INTERNAL AUDITS OR INSPECTIONS, CUSTOMER CONCERNS, REGULATORY AGENCIES DEFICIENCIES/ OR INSPECTIONS, CUSTOMER CONCERNS, REGULATORY AGENCIES DEFICITS/ RECOMMENDATIONS FOR IMPROVEMENT, ETC.
2. AT THE CONCLUSION OF THE MONITORING PERIOD, THE CONTRACTOR SHALL PROVIDE THE FACILITY AND THE DMH PURCHASING OFFICE WITH A WRITTEN REPORT OF THE FINDINGS ALONG WITH A PLAN OF CORRECTIVE ACTION.
3. IF THE CONTRACTOR FAILS TO CONSISTENTLY COMPLY WITH THEIR PLAN OF CORRECTIVE ACTION AND SHOW SUCCESSFUL RESOLUTION OF THE FACILITY'S AREA OF CONCERN FOLLOWING A SERIES OF DISCUSSIONS WITH THE SUPPLIER'S MANAGEMENT TEAM, THE FACILITY SHALL ISSUE A COMPLIANT AND RESOLUTION REPORT.
4. THE CONTRACTOR SHALL DETERMINE AND NOTE ON REPORT THE APPROPRIATE ACTIONS AND TIMETABLE FOR COMPLIANCE.
5. SHOULD A RESOLUTION OR TIMETABLE FOR RESOLUTION NOT BE REACHED UPON DELIVERY OF THE COMPLIANT AND RESOLUTION REPORT, THE CONTRACTOR SHALL BE GRANTED UP TO TEN (10) DAYS TO RESPOND WITH AN ACCEPTABLE RESOLUTION OR TIMETABLE FOR RESOLUTION.
6. COMPLAINTS SHALL BE DOCUMENTED ON A DMH COMPLIANT AND RESOLUTION FORM. A COPY OF EACH COMPLIANT AND RESOLUTION SHALL RETAINED BY THE FACILITY, A COPY WILL BE PROVIDED TO THE CONTRACTOR, AND A COPY WILL BE SENT TO THE DMH PURCHASING DEPARTMENT.
7. FAILURE TO RESOLVE COMPLAINTS AS AGREED UP AT THE LOCAL LEVEL WILL REQUIRE NOTIFICATION AND ASSISTANCE FROM THE CONTRACTOR'S REGIONAL OR CORPORATE MANAGEMENT TEAM AND/OR THE DMH'S PURCHASING DEPARTMENT.

K. MAINTENANCE:

1. REQUESTS FOR REPAIR SHALL BE MADE FOLLOWING FACILITY ESTABLISHED PROCEDURES TO ANY PLANT OR EQUIPMENT ISSUE. THE HOUSEKEEPING SERVICES SHALL STRIP AND WAX THE DINING AREA FLOORS AND BEAR THE COST OF SUPPLIES AND MATERIALS USED.
2. THE FACILITY SHALL BE RESPONSIBLE FOR REMOVAL OF TRASH AND GARBAGE WHEN PROPERLY PLACED IN FACILITY DESIGNATED AREAS.
3. FOR GREIL HOSPITAL, THE COST OF UTILITIES AND MAINTENANCE OF THE FOOD PREPARATION FACILITY ARE BORNE ENTIRELY BY THE SUPPLIER (REFERENCE GREIL HOSPITAL SPECIFICATIONS FOR DETAILS).

L. EQUIPMENT:

1. EACH FACILITY, EXCEPT GREIL HOSPITAL, WILL PLACE ALL OF ITS FOOD SERVICE FACILITIES, EQUIPPED AND READY TO OPERATE, UNDER THE SUPERVISION OF THE SUPPLIER.
2. EQUIPMENT EXCEPTIONS ARE LOCATED WITH EACH FACILITY'S SPECIFIC REQUIREMENTS.
3. THE SUPPLIER SHALL PROVIDE THE DMH WITH AN EQUIPMENT NEEDS LIST FOR EQUIPMENT NOT AVAILABLE OR NOT ADDRESSED IN THE FACILITY SPECIFIC REQUIREMENTS. THIS LIST WILL BE PROVIDED TO THE DMH WITH THE BID PROPOSAL. IT DOES NOT GUARANTEE THE EQUIPMENT WILL BE PURCHASED BY THE FACILITY.
4. THE FACILITY OR REPRESENTATIVE OF THE STATE SHALL AT ALL TIMES HAVE READY ACCESS TO THE PREMISES TO INSPECT AND ENSURE THAT PROPERTY FURNISHED IS BEING USED AND MAINTAINED IN A MANNER THAT MEETS CURRENT ACCREDITATION AND CERTIFICATION STANDARDS.
5. THE FACILITY SHALL FURNISH A SUITABLE EQUIPPED AREA FOR THE PERFORMANCE OF THE FOOD SERVICE FUNCTION (EXCEPT GREIL HOSPITAL).
6. THE FURNISHINGS SHALL BE SUBJECT TO MUTUAL AGREEMENT FOR BOTH PARTIES AND SUCH FIXTURES AND EQUIPMENT SHALL BE MAINTAINED IN A MANNER THAT IS ACCEPTABLE TO ANY GOVERNMENTAL SUPERVISING AGENT.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY USE AND CARE OF ALL FOOD SERVICE AND FOOD PRODUCTION EQUIPMENT, AS WELL AS, MONTHLY PREVENTIVE MAINTENANCE INSPECTIONS.
8. THE SUPPLIER IS EXPECTED TO PROVIDE EMPLOYEE TRAINING REGARDING USE, CLEANING, AND MAINTENANCE OF ALL DMH EQUIPMENT, EVIDENCE OF (CONTRACTOR PROVIDED) TRAINING SHALL BE MAINTAINED IN THE CONTRACTOR'S PERSONNEL FILES AND A COPY AVAILABLE AND PROVIDED AS REQUESTED.
9. REQUESTS FOR MAINTENANCE AND REPAIR SHALL BE MADE FOLLOWING ESTABLISHED PROCEDURES. FACILITY SHALL BE IMMEDIATELY INFORMED (VERBALLY AND WRITTEN) OF ALL EQUIPMENT FAILURES.
10. CONTRACTOR WILL NOTIFY THE FACILITY OF THE DATE EQUIPMENT REPAIRS ARE COMPLETED.
11. THE CONTRACTOR WILL BE EXPECTED TO SUBMIT A COPY OF EACH SERVICE REPAIR REPORT AND PREVENTIVE MAINTENANCE INSPECTIONS EACH MONTHS.

TRANSPORTATION EQUIPMENT:

1. FOOD DELIVERY WILL BE CARRIED OUT IN VEHICLES PROVIDED BY THE CONTRACTOR.
2. VEHICLES ARE TO BE IN PROPER OPERATING CONDITIONS (CLEAN, SANITARY, DOORS PROPERLY CLOSE, ETC) AT ALL TIMES. THESE VEHICLES SHALL BE MAINTAINED IN A CLEAN AND SANITARY CONDITION AT ALL TIMES.
3. THE CONTRACTOR WILL ALSO PROVIDE TRANSPORTATION EQUIPMENT AND SUPPLIES FOR CAFETERIA STYLE DINING, FAMILY STYLE DINING, AND INDIVIDUAL (INSULATED OR CARRY OUT) TRAY SERVICE.
4. TRANSPORT CONTAINERS MUST BE CONSTANTLY MAINTAINED IN OPTIMUM CONDITION AND MAINTAIN APPROPRIATE FOOD TEMPERATURES OF HOT AND COLD FOODS AND BEVERAGES THAT COMPLY WITH ALL SAFETY REGULATIONS AND GUIDELINES, (PLEASE ALSO REFERENCE FOOD TEMPERATURES SECTION).

5. TRANSPORTATION EQUIPMENT MAY INCLUDE, BUT NOT LIMITED TO, INSULATED CONTAINERS FOR HOT AND COLD FOOD TRANSPORTATION, STAINLESS STEEL CARTS, DOLLIES, AND ALL OTHER SUPPLIES AND EQUIPMENT AS NECESSARY TO TRANSPORT FOODS APPROPRIATELY.
6. AT A MINIMUM, "APPROPRIATELY" MANDATES ALL FOODS ARRIVE IN SEALED CONTAINERS THAT PROTECT THEM FROM THE OUTDOOR ELEMENTS, INSPECTIONS, AND/OR RODENT CONTAMINATION; AT THE CORRECT TEMPERATURE; AND WITH MAXIMUM PALATABILITY MAINTAINED AT THE POINT OF SERVICE TO THE CONSUMER.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COLLECTION OF TRANSPORT CONTAINERS, DISHES, AND OTHERS SERVICE EQUIPMENT AS DIRECTED BY THE FACILITY AT THE CONCLUSION OF EACH MEAL. THE COST SHALL BE INCLUDED IN THE GUARANTEE MEAL PRICE.
8. THE NUMBERS AND KINDS OF VEHICLES WILL BE AT THE DISCRETION OF THE CONTRACTOR.
9. EQUIPMENT NEEDS WILL VARY AND MUST BE TAILORED TO MEET FACILITY SPECIFIC REQUIREMENTS THAT INCLUDE:
 - A. MEAL SERVICE SCHEDULES,
 - B. DELIVERY LOCATION(S)
 - C. TYPE OF MEAL SERVICE
 - D. NUMBER OF CUSTOMERS AT EACH SERVICE LOCATION, ETC.
10. THE CONTRACTOR'S COST FOR TRANSPORTATION EQUIPMENT SHALL BE INCLUDED IN THE GUARANTEED MEAL COST.

M. ENVIRONMENT OF CARE COMPLIANCE: CONTRACTOR SHALL AGREE TO COMPLY WITH THE FOLLOWING REGULATIONS AS THEY MAY BE NECESSARY TO PROMOTE THE SAFETY, CARE, AND CLEANLINESS OF THE PREMISES AND THE PRESERVATION OF GOOD ORDER:

1. NO OPENINGS, SASHES, SASH DOORS, WINDOWS OR GLASSES THAT ADMIT OR REFLECT LIGHT INTO THE PREMISES OR ANY OTHER PART OF THE BUILDINGS SHALL BE COVERED OR OBSTRUCTED WITHOUT CONSENT OF THE FACILITY'S DESIGNATED AGENT.
2. THE TOILETS, WASH BASINS, AND OTHER EQUIPMENT SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN THOSE FOR WHICH THEY WERE CONSTRUCTED. NO SWEEPINGS, RUBBISH, OR OTHER SUBSTANCES SHALL BE THROWN THEREIN.

3. NO ALTERATIONS SHALL BE MADE ON THE PREMISES, NOR SHALL ADDITIONAL PARTITIONS OR FIXTURES BE INSTALLED IN SAID PREMISES WITHOUT THE CONSENT OF THE FACILITY'S DESIGNATED AGENT.
4. NO NAILS OR SCREWS SHALL BE DRIVEN, SCREWED, OR OTHERWISE PLACED ON THE WALLS OR ANY OTHER PART OF THE BUILDING, NOR SHALL PREMISES BE DEFACED OR DAMAGED IN ANY WAY WITHOUT CONSENT OF THE FACILITY'S DESIGNATED AGENT.
5. NO SIGNS, ADVERTISEMENTS, OR NOTICES OF ANY KIND SHALL BE PAINTED, INSCRIBED, OR AFFIXED TO ANY PART OF THE PREMISES UNLESS APPROVED BY FACILITY AGENT OR DESIGNEE.
6. CONTRACTOR SHALL NOT REMOVE OR PERMIT THE REMOVAL OF ANY FIXTURES, EQUIPMENT OR SUPPLIES FURNISHED BY THE FACILITY.
7. CONTRACT SHALL PLACE TRASH AND GARBAGE IN AREAS DESIGNATED BY THE FACILITY. DUMPSTER DOORS AND LIDS SHALL BE KEPT CLOSED WHEN NOT IN USE AND AREAS AROUND DUMPSTERS SHALL BE KEPT CLEAN.

ENVIRONMENT OF CARE REPORT: CONTRACTOR SHALL SUBMIT A MONTHLY REPORT REGARDING THE ENVIRONMENT OF CARE TO THE FACILITY CONTACT EACH MONTH. THE REPORT, AT A MINIMUM, SHALL INCLUDE:

- K. ALL PATIENT AND STAFF INCIDENTS AND / OR INJURIES;
- L. EQUIPMENT FAILURES AND BREAKDOWNS, INCLUDING:
 - A. LOCATION
 - B. EQUIPMENT INVOLVED
 - C. DATE OF FAILURE/BREAKDOWN
 - D. DATE OF REPAIR, AND
 - E. OTHER CRITICAL INFORMATION
- M. USE OF DISPOSABLE WARE, INCLUDING:
 - A. AUTHORIZING FACILITY REPRESENTATIVE
 - B. AREAS AFFECTED; AND

C. MEALS AFFECTED; AND

N. RECORD OF ALL:

A. ENVIRONMENTAL ROUNDS CONDUCTED BY CONTRACTOR'S MANAGEMENT

B. PREVENTIVE MAINTENANCE EVALUATIONS, AND

C. EMERGENCY REPAIRS COMPLETED.

N. INFORMATION SYSTEM: SUPPLIER SHALL EMPLOY A CONFIDENTIAL SYSTEM FOR COLLECTION, STORAGE, AND RETRIEVAL OF CONSUMER NUTRITION RELATED INFORMATION. SUPPLIER'S SYSTEM CANNOT BE USED AS A JUSTIFICATION FOR FAILURE TO COMPLY WITH ANY DMH EXPECTATION OUTLINED IN THE STATE OF ALABAMA FOOD SERVICE CONTRACT. THE SYSTEM AND ALL ASSOCIATE COSTS (OTHER THAN BASIC TELEPHONE SERVICE) SHALL BE BORNE EXCLUSIVELY BY THE CONTRACTOR.. SUPPLIES REQUIRED TO ENSURE SUCCESSFUL OPERATION OF THE SYSTEM MUST BE INCLUDED IN THE GUARANTEE PER MEAL COST AND NOT BILLED SEPARATELY. ALL CONSUMER INFORMATION IS CONFIDENTIAL AND SHALL REMAIN THE PROPERTY OF THE DMH. CONTRACTOR SHALL DISPOSE OF ALL PROTECTED HEALTH INFORMATION IN A MANNER ACCEPTABLE TO THE FACILITY AND THAT ASSURES THE INFORMATION REMAINS CONFIDENTIAL. SUPPLIER'S SYSTEM AT A MINIMUM WILL:

1. MAINTAIN ONGOING, UPDATED RECORDS FOR INDIVIDUAL CONSUMERS THAT INCLUDE NAME; BIRTH DATE; LOCATION ; DIET ORDER; FOOD DISLIKES AND PREFERENCES; FOOD ALLERGIES; NEED FOR ADAPTIVE EQUIPMENT WHEN APPLICABLE; SPECIAL FOOD SERVICE CONSIDERATIONS FOR INDIVIDUAL CLIENTS, E.G., ORANGE JUICE AS THE ONLY FRUIT JUICE TO BE SERVED, EX.
2. PROVIDE INDIVIDUAL MEAL TRAY TICKETS FOR EACH CONSUMER THAT INCLUDE DATE AND MEAL; CONSUMER'S NAME; CURRENT LOCATION; DIET ORDERED, CONSUMER'S PREFERENCES, DISLIKES, AND ALLERGIES, MEAL COMPONENT AND SERVICE SIZES; AND ADAPTIVE EQUIPMENT TO BE PROVIDED, WHEN APPLICABLE, THAT ARE TO BE SERVED TO THAT INDIVIDUAL AT THAT PARTICULAR MEAL.
3. TRAY TICKETS SHALL ARRIVE AT EACH SERVICE LOCATION ORGANIZED ACCORDING TO SERVICE GROUP.

4. THE CONTRACTOR IS EXPECTED TO DISPOSE OF TRAY TICKETS IN A SANITARY MANNER SO AS TO ASSURE THE FACILITY THAT CONFIDENTIAL INFORMATION IS PROTECTED.
5. SNACK LABELS SHALL BE PRINTED FOR ALL SNACKS TO INCLUDE: CONSUMER NAME, LOCATION, DATE AND TIME OF SNACK, AND SPECIFIC ITEMS TO BE PROVIDED.
6. PROVIDE APPROPRIATE BIRTHDAY AND HOLIDAY GREETINGS ON THE TRAY TICKET WHEN REQUESTED.
7. PROVIDE LISTS THAT INDICATE THE CURRENT DIET AND NOURISHMENT ORDER FOR EACH CONSUMER BY LOCATION FOR USE BY FACILITY STAFF.
8. GENERATE A CONTRACT COMPLIANT NUTRIENT ANALYSIS OF ALL MENUS, INCLUDING MENUS FOR MODIFIED DIETS.
9. PROVIDE A MEANS FOR COSTING NOURISHMENTS AND EXTRA ITEMS SENT ON CONSUMER TRAYS AND PRINTED REPORT OF THIS INFORMATION.
10. UPON EXPIRATION OR TERMINATION OF THE CONTRACT, THE EXISTING CONTRACTOR SHALL BE REQUIRED TO PROVIDE A CURRENT LISTING OF ALL CONSUMERS/PATIENTS BY LOCATION FOR THE INCOMING CONTRACTOR IN PAPER/HARD COPY FORM. THIS LISTING SHALL INCLUDE THE ENTIRE DIET PRESCRIPTION FOR ORAL AND ELEMENTAL NUTRITION AND ANY ALLERGIES, PREFERENCE, SPECIAL NEEDS, ETC.

O. CONSUMABLE/ DISPOSABLE ITEMS:

1. A SUPPLY OF CONSUMABLE SUPPLY ITEMS SHALL BE AVAILABLE FOR THE CONTRACTOR AT THE BEGINNING OF THE CONTRACT PERIOD.
2. AN INVENTORY OF THESE SUPPLIES, UTILIZED FOR MEAL SERVICE TO CONSUMERS, SUCH AS PLATES, GLASSWARE, FLATWARE, SERVING UTENSILS, PAPER PRODUCTS, PLASTIC WRAP, ETC. SHALL BE JOINTLY CONDUCTED BY THE FACILITY AND THE INCOMING CONTRACTOR.
3. DISPOSABLE WARE SHALL BE USED ONLY UPON RECEIPT OF PERMISSION BY FACILITY.
4. PERMISSION TO USE DISPOSABLE WARE SHALL BE GIVEN ON A MEAL-TO-MEAL BASIS.

5. IF THERE IS NOT AN ADEQUATE SUPPLY OF THESE ITEMS, THE FACILITY SHALL PURCHASE LIKE KIND IN THE NECESSARY QUANTITIES TO BRING INVENTORY UP TO AN ADEQUATE LEVEL.
6. AT ALL TIMES DURING THE TERM OF THE CONTRACT, CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ALL CONSUMABLE /DISPOSABLE SUPPLY ITEMS MISSING, DAMAGED, OR DESTROYED DUE TO NEGLIGENCE ON THE PART OF THE CONTRACTOR.
7. THE FACILITY SHALL BE RESPONSIBLE FOR REPLACING ALL OTHER CONSUMABLE / DISPOSABLE SUPPLY ITEMS OTHER THAN THOSE UTILIZED EXCLUSIVELY IN FOOD PRODUCTION OR OFFICE RELATED FUNCTIONS.
8. CONSUMABLE / DISPOSABLE SUPPLY ITEMS PURCHASED BY THE SUPPLIER WITH APPROVAL OF THE FACILITY, SHALL BE PAID FOR BY THE FACILITY AT THE PURCHASE PRICE.
9. UPON EXPIRATION OR TERMINATION OF THE CONTRACT, THE EXISTING SUPPLIER SHALL BE REQUIRED TO ENSURE ADEQUATE SUPPLIES OF CONSUMABLES/DISPOSABLE ITEMS ARE AVAILABLE IN EACH SERVICE AREA BEFORE THE AREA IS VACATED IN THE PRESENCE OF THE FACILITY.

P. MEAL COUNT: THE FACILITIES SHALL SUPPLY A DAILY MEAL CENSUS/COUNT. THE MEAL CENSUS/COUNT SHALL INDICATE ANY CHANGES FROM THE PREVIOUS DAY (ADMISSIONS, DISCHARGES, AND MOVES WITHIN THE FACILITY). THIS MEAL COUNT SHALL BE PROVIDED TO THE CONTRACTOR BY 9AM FOR THE DAY'S MEALS.

1. MEAL COUNTS WILL NOT BE PROVIDED ON WEEKENDS OR RECOGNIZED STATE HOLIDAYS.
2. IN THE EVENT THE FACILITY DOES NOT PROVIDE THE MEAL COUNT BY 9AM FOR THE PRECEDING DAY'S ACTIVITIES ON WORK DAYS, THE CONTRACTOR SHALL CONTINUE TO USE THE MOST RECENT MEAL COUNT.

Q. INSULATED TRAYS:

- I. THE CONTRACTOR SHALL FURNISH NEW INSULATED TRAYS AND APPROPRIATE CARTS, OR OTHER TRANSPORTATION EQUIPMENT, AT THE BEGINNING OF THE CONTRACT.

- II. ADEQUATE TRAYS WILL BE PROVIDED SO THAN AN EMPTY INSULATED TRAY SHALL BE PLACED ON THE TOP OF EACH STACK OF TRAYS TO FURTHER MAINTAIN APPROPRIATE TEMPERATURES.
- III. THE SUPPLIER'S SERVICE LINE PERSONNEL SHALL RECEIVE TRAINING REGARDING CORRECT TRAY SERVICE ON INSULATED TRAYS TO ENSURE MEALS ARE PLATED IN A WAY THAT ENSURES HOT AND COLD COLUMNS TO FURTHER MAINTAIN SERVICE TEMPERATURES.

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- (D) INSULATED TRAYS SHALL BE REPLACED WITH NEW TRAYS NO MORE THAN EVERY TWO (2) YEARS THEREAFTER.
 - (E) THE SUPPLIER SHALL INFORM THE FACILITY AT THE POINT OF REPLACEMENT.
 - (F) THE INSULATED TRAYS SHALL REMAIN THE PROPERTY OF THE SUPPLIER.
 - (G) UNSANITARY OR WARPED TRAYS WILL BE REPLACED DURING THE COURSE OF THE CONTRACT.
 - (H) MISSING TRAYS WILL BE REPLACED WITH NEW TRAYS.
 - (I) EACH TRAY SHALL HAVE AN IDENTIFICATION SYSTEM (TO IDENTIFY RECIPIENT, DIET, AND OTHER PERTINENT INFORMATION).
 - (J) THE COST OF TRAYS, THE REPLACEMENT OF TRAYS, THE IDENTIFICATION SYSTEM, AND TRANSPORTATION COSTS WILL BE BORNE ENTIRELY BY THE SUPPLIER AND SHALL BE INCLUDED IN THE SUPPLIER GUARANTEED MEAL COST.
 - (K) SUPPLIER SHALL REMOVE INSULATED TRAYS FROM THE FACILITY AT THE END OF THE CONTRACT PERIOD.
- PERSONNEL -
- (A) SUPPLIER MUST PROVIDE AND MAINTAIN COMPETENT WORKFORCE WHO WILL ENSURE THAT FOOD SERVICE IS BEING OPERATED WITH QUALITY STANDARDS THAT ARE ACCEPTABLE TO THE FACILITY. EMPLOYMENT LEVELS MAY BE DICTATED BY THE EXPECTATIONS OUTLINED IN THE STATE OF ALABAMA FOOD SERVICE CONTRACT. THE SUPPLIER MAY BE REQUIRED TO MODIFY STAFF LEVELS DURING THE LIFE OF THE CONTRACT BASED ON PERFORMANCE OUTCOMES.
 - (B) THE SUPPLIER'S EMPLOYEES MUST HAVE WRITTEN DOCUMENTATION OF THEIR JOB DESCRIPTION, IN-SERVICE TRAINING, AND SHOW SUCCESSFUL COMPLETION OF COMPETENCY ASSESSMENTS TO BE CONSIDERED "COMPETENT."
 - (C) THE FACILITY MUST REVIEW AND APPROVE THIS WRITTEN DOCUMENTATION FOR EACH EMPLOYEE PRIOR TO EMPLOYMENT.
 - (D) THE SUPPLIER SHALL CONSTANTLY MAINTAIN SUFFICIENT PERSONNEL ON SITE TO SUPERVISE AND PERFORM ROUTINE FUNCTIONS OF THE FOOD SERVICE OPERATION.
 - (E) FACILITIES WITH A KITCHEN/PRODUCTION SITE SHALL BE MANNED EACH DAY, EACH MEAL UNTIL ALL SERVICE LOCATIONS HAVE COMPLETED MEAL SERVICE.
 - (F) ALL EMPLOYEES SHALL BE PAID BY THE SUPPLIER. THIS PAYMENT SHALL

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- INCLUDE SALARIES, WORKER'S COMPENSATION INSURANCE, EMPLOYER'S PORTION OF STATE AND FEDERAL UNEMPLOYMENT COMPENSATION TAX, SOCIAL SECURITY TAX, ACCIDENT AND HEALTH INSURANCE, ETC. IT IS UNDERSTOOD THAT SUCH EMPLOYEES ARE SUBJECT TO THE SUPPLIER'S DIRECT SUPERVISION AND APPROVAL, AND THAT EACH EMPLOYEE SHALL CONSIDER HIMSELF A MEMBER OF THE SUPPLIER'S EMPLOYEES. NEITHER SUPPLIER NOR EMPLOYEES, AGENTS, VOLUNTEERS, ETC. OF SUPPLIER WILL BE SUBJECT TO THE PROVISIONS OF, NOR ENTITLED TO THE BENEFITS OF THE STATE MERIT SYSTEM LAW.
- (G) INDIVIDUALS MAY NOT BE EMPLOYED BY THE SUPPLIER AND THE ALABAMA DMH CONCURRENTLY.
- (H) THE SUPPLIER SHALL HAVE REPLACEMENT STAFF AVAILABLE TO ENSURE CONTINUITY OF SERVICE IN THE EVENT OF RESIGNATION, DISMISSAL, ACCIDENT, OR ILLNESS OF ON-SITE PERSONNEL.
- (I) THE EXPENSE OF TEMPORARY EMPLOYEES SHALL BE BORNE ENTIRELY BY THE SUPPLIER.
- (J) SUPPLIER MUST PROVIDE EACH FACILITY WITH A MONTHLY LISTING OF NEW HIRES, TERMINATED EMPLOYEES, AND CURRENT EMPLOYEES ASSIGNED TO THAT FACILITY THAT INCLUDES THE FOLLOWING INFORMATION:
- (K) 1. EMPLOYEE'S FULL NAME,
2. LAST FOUR (4) DIGITS OF SOCIAL SECURITY NUMBER,
3. ASSIGNED WORK AREA,
4. DATE OF HIRE,
5. DATE NEW EMPLOYEE ORIENTATION COMPLETE,
6. DATE(S) BACKGROUND CHECKS SUCCESSFULLY COMPLETED,
7. DATE DRUG SCREEN SUCCESSFULLY COMPLETED,
8. DATE HEALTH SCREEN REQUIREMENTS COMPLETED, AND
9. WHEN APPLICABLE, TERMINATION DATE.
- (L) THE SUPPLIER IS EXPECTED TO PROVIDE THE FACILITY WITH A MONTHLY CALENDAR DESIGNATING A CONTACT FOR COMPLAINT/PROBLEM RESOLUTION AFTER NORMAL BUSINESS HOURS AND ON WEEKENDS AND HOLIDAYS. REVISIONS TO THE PUBLISHED CALENDAR WILL BE REPORTED TO THE FACILITIES AFFECTED.
- (M) CORPORATE SUPPORT PERSONNEL -
(A) IN ADDITION TO ON-SITE PERSONNEL, SUFFICIENT CORPORATE SUPPORT PERSONNEL SHALL BE EMPLOYED BY THE SUPPLIER TO SUPPORT THE

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- AREAS OF CONTRACT COMPLIANCE, POLICIES AND PROCEDURES COMPLIANCE, THE SUPPLIER TO SUPPORT THE AREAS OF CONTRACT COMPLIANCE, POLICIES AND PROCEDURES COMPLIANCE, THE COMPLAINT AND RESOLUTION PROCESS, PROCUREMENT, ACCOUNTING AND OTHER SUPPORT AREAS, AND TO KEEP THE NUTRITIONAL SERVICES DEPARTMENT OF THE FACILITY CURRENT ON NEW PRODUCTS, MENU AND RECIPE DEVELOPMENT, RESEARCH, NEW PRODUCTION EQUIPMENT, AND METHODS OF PREPARATION AND SERVICE. CONSULTATION WITH THE SUPPLIER'S TECHNICAL AND SUPERVISORY EMPLOYEES MAY BE REQUESTED AND UTILIZED BY THE FACILITY AND/OR BY DMH ADMINISTRATION AS DEEMED NECESSARY FOR THE PROPER FUNCTIONING OF FOOD SERVICE OPERATIONS.
- (B) A REPRESENTATIVE FROM THE SUPPLIER'S CORPORATE SUPPORT TEAM SHALL EVALUATE MEAL SERVICE AND SANITATION IN EACH SERVICE LOCATION ON EACH DMH CAMPUS AND COMPLETE A SANITATION INSPECTION AT EACH PRODUCTION LOCATION NO LESS THAN ONCE EACH QUARTER.
- (C) A REPORT OF FINDINGS FROM THESE INSPECTIONS SHALL BE PROVIDED TO THE FACILITY CONTACT AT EACH FACILITY UPON COMPLETION.
- (D) A PLAN OF CORRECTIVE ACTION TO ADDRESS ALL IDENTIFIED CONCERNS SHALL BE COMPLETED BY THE SUPPLIER'S LOCAL MANAGEMENT TEAM.

MANAGEMENT TEAM -

- (A) EACH FACILITY SHALL BE GIVEN A COPY OF THE JOB DESCRIPTION AND RESUME FOR ALL MEMBERS OF THE MANAGEMENT TEAM.
- (B) SOME FACILITIES HAVE MINIMUM MANAGEMENT STAFFING REQUIREMENTS. PLEASE REFERENCE FACILITY EXPECTATIONS TO DETERMINE INDIVIDUAL EXPECTATIONS.
- (C) MANAGEMENT STAFFING REQUIREMENTS SHALL NOT BE CHANGED WITHOUT PRIOR WRITTEN APPROVAL OF THE DMH.
- (D) THE FACILITY SHALL BE NOTIFIED IN WRITING OF ALL SUPERVISORY LEVEL STAFFING CHANGES.
- (E) A PENALTY FEE OF \$100.00 PER CALENDAR DAY SHALL BE ASSESSED IF A VACANCY OF ON-SITE MANAGEMENT TEAM EXISTS FOR MORE THAN SIXTY (60) CONSECUTIVE DAYS DURING THE LIFE OF THE CONTRACT. A QUALIFIED INTERIM MANAGER ON-SITE IS ACCEPTABLE AND WOULD NOT BE COUNTED AS A VACANCY. THESE VACANCIES SHALL BE REPORTED TO THE AFFECTED FACILITY AND DMH. PENALTY FEES SHALL BE IDENTIFIED AND CREDITED TO THE FACILITY ON THE MONTHLY FOOD SERVICE INVOICE IMMEDIATELY

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- (F) FOLLOWING SUCH VACANCIES. THE SUPPLIER SHALL EMPLOY SUFFICIENT MANAGEMENT PERSONNEL TO ENSURE THE FOOD SERVICE MANAGER, DIETITIAN, AND/OR ASSISTANT FOOD SERVICE MANAGER IS ON DUTY FOR EACH SHIFT. TO ENSURE COMPLIANCE THE SUPPLIER SHALL HAVE A POLICY THAT MANDATES MINIMUM STAFF LEVELS.
- FOOD SERVICE MANAGER --
- (A) THE FOOD SERVICE MANAGER SHALL HAVE AT LEAST ONE YEAR OF FULL-TIME MANAGEMENT EXPERIENCE IN A HEALTH CARE SETTING: I.E., ACUTE CARE HOSPITAL OR SIMILAR FACILITY (SAME NUMBER OF BEDS, KNOWLEDGE OF LIKE KIND DIET PRESCRIPTIONS, SUPERVISION OF EMPLOYEES, ETC.) AND/OR COMPLETION OF A FOOD SERVICE MANAGEMENT CERTIFICATION COURSE OFFERED BY STATE OR LOCAL COLLEGE.
- (B) THE FOOD SERVICE MANAGER RECOMMENDED FOR THE TUSCALOOSA AREA MUST HAVE NO LESS THAN THREE (3) YEARS OF FULL-TIME MANAGEMENT EXPERIENCE IN A SIMILAR HEALTH CARE SETTING. COMPLETION OF A STATE OR LOCAL COLLEGE FOOD SERVICE MANAGEMENT CERTIFICATION COURSE WOULD BE BENEFICIAL BUT CANNOT REPLACE THE REQUIRED YEARS OF EXPERIENCE.
- (C) TO PROVIDE CONTINUITY OF SERVICE TO THE CONSUMERS AND FACILITY DURING THE TERMS OF THE CONTRACT, THE FOOD SERVICE MANAGER SHALL NOT BE TRANSFERRED OR CHANGED UNLESS MUTUALLY AGREE UPON BY THE FACILITY AND THE SUPPLIER.
- (D) THE SUPPLIER'S MANAGER SHALL SCHEDULE MONTHLY MEETINGS WITH FACILITY REPRESENTATIVES IN ACCORDANCE WITH FACILITY DIRECTIVES.
- (E) QUARTERLY MEETINGS WITH REPRESENTATION FROM THE SUPPLIER'S REGIONAL/CORPORATE SUPPORT TEAM SHALL BE SCHEDULED AT EACH FACILITY ON A MUTUALLY AGREED UPON DATE. (LESS OFTEN OR MORE FREQUENT MEETINGS MAY BE REQUESTED BY THE FACILITY BASED ON CONTRACT COMPLIANCE.)
- (F) ONE MEETING WITH REPRESENTATION FROM ALL FACILITIES IN THE TUSCALOOSA AREA SERVED FROM THE PARTLOW DEVELOPMENTAL CENTER'S PRODUCTION LOCATION SHALL BE SCHEDULED QUARTERLY.
- (G) THE MANAGER SHALL MONITOR EACH MEAL SERVICE LOCATION NO LESS THAN MONTHLY.
- (H) ADDITIONAL MEETINGS MAY BE SCHEDULED WHEN APPROPRIATE.

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LICENSED, REGISTERED DIETITIAN -

- (A) THE SUPPLIER SHALL EMPLOY A LICENSED, REGISTERED DIETITIAN FOR EACH FOOD SERVICE OPERATION LOCATION IF THE FOOD SERVICE MANAGER IS NOT A LICENSED, REGISTERED DIETITIAN.
- (B) THE LICENSED, REGISTERED DIETITIAN MUST BE LICENSED TO PRACTICE IN THE STATE OF ALABAMA.
- (C) DOCUMENTATION OF CURRENT LICENSE AND REGISTRATION (FROM THE PRIMARY PROVIDERS) FOR THE DIETITIAN SHALL BE PROVIDED TO THE FACILITY PRIOR TO THE BEGINNING OF THE CONTRACT PERIOD. VALID REGISTRATION AND LICENSE CARDS ARE REQUESTED BUT SHALL NOT REPLACE VERIFICATION FROM THE PRIMARY PROVIDERS.)
- (D) WRITTEN EVIDENCE FROM PRIMARY CREDENTIALING AGENCY MUST BE CONTINUALLY MAINTAINED AND PROVIDED TO EACH FACILITY PRIOR TO EXPIRATION OF CREDENTIALING PERIODS. COSTS ASSOCIATED WITH CREDENTIALING SHALL BE BORNE BY THE SUPPLIER.
- (E) THE RESPONSIBILITIES OF THE SUPPLIER'S DIETITIAN WILL INCLUDE:
 1. WRITE CONTRACT COMPLIANT MENUS TO BE REVIEWED AND APPROVED AT MENU BOARD. MENUS SHALL INCLUDE, BUT NOT BE LIMITED TO: REGULAR, CHOPPED, GROUND, BLENDED CONSISTENCIES AND ALL NUTRITIONALLY MODIFIED DIETS.
 2. CALCULATE MODIFIED DIETS AND IMPLEMENT DIET CHANGES AS DIET ORDERS ARE RECEIVED IN ACCORDANCE WITH THE FACILITY APPROVED DIET MANUAL.
 3. PREPARE NUTRIENT ANALYSIS OF ALL CYCLE MENUS, INCLUDING MODIFIED DIETS, FOR CALORIES, FAT (SATURATED, MONOUNSATURATED, AND POLYUNSATURATED), PROTEIN, CARBOHYDRATES, ESSENTIAL VITAMINS AND MINERALS, AND OTHERS AS REQUESTED BY A VOTING MAJORITY AT MENU BOARD.
 4. MONITOR PRODUCTION, TRAY LINE OPERATIONS, AND ALL SERVICE AREAS TO ENSURE DIETS ARE SERVED CORRECTLY.
 5. PROVIDE IN-SERVICE TRAINING FOR FOOD SERVICE TRAINING FOR FOOD SERVICE EMPLOYEES.
 - A. TRAINING MUST ALSO INCLUDE SUCCESSFUL COMPETENCY ASSESSMENTS APPROPRIATE FOR EMPLOYEES' JOB CLASSIFICATION AND ENSURE EMPLOYEES POSSESS KNOWLEDGE AND SKILLS REQUIRED TO SUCCESSFULLY COMPLETE THEIR JOB FUNCTIONS.

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- B. A NARRATIVE SUMMARY OF INFORMATION PRESENTED AT TRAINING SESSIONS, EMPLOYEES IN ATTENDANCE, AND A LIST OF EMPLOYEES SUCCESSFULLY COMPLETING COMPETENCY ASSESSMENTS SHALL BE AVAILABLE AS REQUESTED BY THE FACILITY.
- C. COMPETENCY ASSESSMENTS WILL BE MAINTAINED IN INDIVIDUAL EMPLOYEE FILES AND BE AVAILABLE AT THE REQUEST OF THE FACILITY AND/OR ANY REGULATORY AGENCIES.
- (F) VISIT EACH DINING AREA, NO LESS THAN MONTHLY, TO EVALUATE THE SERVICE OF FOOD TO CONSUMERS, INCLUDING DELIVERY, TEMPERATURES, TASTE, AND APPEARANCE OF FOOD, UNLESS THE FACILITY SPECIFIES OTHERWISE.
1. A WRITTEN REPORT FROM EACH EVALUATION WILL BE SUBMITTED TO THE FACILITY REPRESENTATIVE EACH MONTH.
 2. A PLAN OF CORRECTIVE ACTION SHOULD BE SUBMITTED WITH THE MEAL SERVICE EVALUATION FOR EACH PROBLEM IDENTIFIED THROUGH THIS VENUE. THE PLAN SHOULD ALSO INCLUDE A PROCESS FOR EVALUATING THE EFFECTIVENESS OF THE CORRECTIVE ACTION PLAN.
 3. THE SUPPLIER WILL COMPILE DATA COLLECTED THROUGH THIS PROCESS AND REPORT CUMULATIVE REPORTS QUARTERLY. IT IS PREFERABLE THAT THE SAME DATA COLLECTION TOOL UTILIZED BY THE FACILITY BE UTILIZED BY THE SUPPLIER FOR CONSISTENT EVALUATIONS.
 4. IF THE FOOD SERVICE MANAGER IS A DIETITIAN THE RESPONSIBILITY FOR MEAL SERVICE OPERATIONS MAY BE SHARED WITH THE LICENSED/ REGISTERED DIETITIAN/ASSISTANT FOOD SERVICE DIRECTOR.
- (G) ENSURE CONSUMERS ATTENDING SPECIAL EVENTS SUCH AS PICNICS, COOKOUTS, AND CAMP RECEIVE FOODS APPROPRIATE FOR THEIR DIETS.
- (H) A DIETITIAN AND/OR THE ASSISTANT FOOD SERVICE MANAGER SHALL WORK A ROTATING SCHEDULE TO INCLUDE WEEKENDS AND SECOND SHIFT TO MAINTAIN AS MUCH SUPERVISION AS POSSIBLE.
- ASSISTANT FOOD SERVICE MANAGER -
- (A) SHALL HAVE AT LEAST ONE YEAR OF EXPERIENCE WORKING IN A FOOD PRODUCTION ENVIRONMENT IN A SUPERVISORY CAPACITY. THE ASSISTANT MANAGER WILL BE RESPONSIBLE FOR THE FOLLOWING:
 - (B) MONITOR PRODUCTION AND TRAY LINE OPERATIONS TO ENSURE THAT DIETS ARE SERVED CORRECTLY.
 - (C) PROVIDE IN-SERVICE FOR FOOD SERVICE EMPLOYEES.

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1. TRAINING MUST ALSO INCLUDE SUCCESSFUL COMPETENCY ASSESSMENTS APPROPRIATE FOR EMPLOYEES' JOB CLASSIFICATION AND ENSURE EMPLOYEES POSSESS KNOWLEDGE AND SKILLS REQUIRED TO SUCCESSFULLY COMPLETE THEIR JOB DUTIES.
 2. A NARRATIVE SUMMARY OF INFORMATION PRESENTED AT TRAINING SESSIONS, EMPLOYEES IN ATTENDANCE, AND A LIST OF EMPLOYEES SUCCESSFULLY COMPLETING COMPETENCY ASSESSMENTS SHALL BE PROVIDED MONTHLY TO EACH FACILITY.
 3. COMPETENCY ASSESSMENTS WILL BE MAINTAINED IN INDIVIDUAL EMPLOYEE FILES AND BE AVAILABLE AT THE REQUEST OF THE FACILITY AND/OR ANY REGULATORY AGENCIES.
- (D) VISIT DINING AREAS DURING MEAL TO EVALUATE THE SERVICE OF FOOD TO CONSUMERS INCLUDING DELIVERY, TEMPERATURES AND APPEARANCE OF FOOD.
1. A WRITTEN REPORT FROM EACH EVALUATION WILL BE SUBMITTED TO THE FACILITY EACH MONTH.
 2. A PLAN OF CORRECTIVE ACTION SHOULD BE SUBMITTED WITH THE MEAL SERVICE EVALUATION FOR EACH PROBLEM IDENTIFIED THROUGH THIS VENUE. THE PLAN SHOULD ALSO INCLUDE A PROCESS FOR EVALUATING THE EFFECTIVENESS OF THE CORRECTIVE ACTION PLAN.
 3. THE SUPPLIER WILL COMPILE DATA COLLECTED THROUGH THIS PROCESS AND REPORT CUMULATIVE REPORTS QUARTERLY. IT IS PREFERABLE THAT THE SAME DATA COLLECTION TOOL UTILIZED BY THE FACILITY BE UTILIZED BY THE SUPPLIER FOR CONSISTENT EVALUATIONS.
 4. IF THE FOOD SERVICE MANAGER IS A DIETITIAN THE RESPONSIBILITY FOR MEAL SERVICE OPERATIONS MAY BE SHARED WITH THE LICENSED/ REGISTERED DIETITIAN/ASSISTANT FOOD SERVICE DIRECTOR.
- (E) ENSURE CONSUMERS ATTENDING SPECIAL EVENTS SUCH AS PICNICS, COOKOUTS, AND CAMP RECEIVE FOODS APPROPRIATE FOR THEIR DIETS.
- (F) THE ASSISTANT FOOD SERVICE MANAGER AND/OR A DIETITIAN SHALL WORK A ROTATING SCHEDULE TO INCLUDE WEEKENDS AND SECOND SHIFT TO MAINTAIN AS MUCH SUPERVISION AS POSSIBLE.

FOOD PRODUCTION MANAGER -
 THE SUPPLIER SHALL HAVE A FOOD PRODUCTION MANAGER AT EACH PRODUCTION LOCATION FOR EACH SHIFT. THE FOOD PRODUCTION MANAGER SHALL HAVE AT

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LEAST ONE (1) YEAR OF FOOD PRODUCTION EXPERIENCE IN A HOSPITAL ENVIRONMENT. THE FOOD PRODUCTION MANAGER SHALL:

- (A) PROVIDE IN-SERVICE TRAINING FOR FOOD SERVICE EMPLOYEES INVOLVED IN FOOD PRODUCTION AREAS.
 - * TRAINING MUST ALSO INCLUDE SUCCESSFUL COMPETENCY ASSESSMENTS APPROPRIATE FOR EMPLOYEES, JOB CLASSIFICATION AND ENSURE EMPLOYEES POSSESS KNOWLEDGE AND SKILLS REQUIRED TO SUCCESSFULLY COMPLETE THEIR JOB FUNCTIONS.
 - * A NARRATIVE SUMMARY OF INFORMATION PRESENTED AT TRAINING SESSIONS, EMPLOYEES IN ATTENDANCE, AND A LIST OF EMPLOYEES SUCCESSFULLY COMPLETING COMPETENCY ASSESSMENTS SHALL BE PROVIDED MONTHLY TO EACH FACILITY.
 - * COMPETENCY ASSESSMENTS WILL BE MAINTAINED IN INDIVIDUAL EMPLOYEE FILES AND BE AVAILABLE AT THE REQUEST OF THE FACILITY AND/OR ANY REGULATORY AGENCIES.
- (B) ENSURE THAT CONSUMERS ARE PROVIDED QUALITY MEALS THAT ARE PREPARED IN A SANITARY ENVIRONMENT AND MEET OR EXCEED MINIMUM FOOD SAFETY STANDARDS.
- (C) WORK SECOND SHIFTS AND WEEKENDS TO MAINTAIN AS MUCH SUPERVISION AS POSSIBLE.

SERVICE MANAGER -

THE SUPPLIER SHALL HAVE A SERVICE MANAGER ON DUTY FOR EACH SHIFT AT EACH (PRODUCTION) FACILITY. THE SERVICE MANAGER SHALL HAVE AT LEAST EIGHT (8) MONTHS SUPERVISORY FOOD SERVICE EXPERIENCE IN A HOSPITAL ENVIRONMENT.

ORGANIZATIONAL CHART -

- (A) SUPPLIER SHALL SUBMIT WITH THEIR BID AN ON-SITE MANNING AND ORGANIZATION CHART SHOWING BOTH ON-SITE MANAGEMENT TEAM AND CORPORATE SUPPORT BY THE SUPPLIER IN THE AREAS OF ADMINISTRATION, MENU PLANNING, CONTRACT COMPLIANCE, POLICIES AND PROCEDURES COMPLIANCE, COMPLAINT RESOLUTION, PROCUREMENT, ACCOUNTING, AND OTHER SUPPORT AREAS.
- (B) THIS CHART SHALL BE CONSTANTLY MAINTAINED DURING THE CONTRACT PERIOD AND LIST THE NAMES OF THE PEOPLE IN THE VARIOUS POSITIONS AND BE PROVIDED TO EACH FACILITY AS CHANGES ARE MADE.

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BACKGROUND CHECKS -

- (A) THE SUPPLIER SHALL BE RESPONSIBLE FOR BACKGROUND CHECKS ON ALL OF ITS EMPLOYEES, AGENTS, VOLUNTEERS, ETC., THAT MAY HAVE CONTACT WITH ANY FACILITY CONSUMER AND/OR PERFORM THEIR JOB DUTIES ON THE FACILITY'S CAMPUS.
- (B) THE SUPPLIER SHALL CONDUCT LOCAL, ABI (ALABAMA), AND FBI (FEDERAL) BACKGROUND CHECKS.
- (C) THE FACILITY MUST BE PROVIDED EVIDENCE OF THE BACKGROUND CHECK BEFORE THE EMPLOYEE IS EMPLOYED AND ASSIGNED TO A WORK AREA.
- (D) THE DMH AND THE FACILITY RESERVES THE RIGHT TO DENY ACCESS TO THE FACILITY TO ANY EMPLOYEE, AGENT, VOLUNTEER, ETC., OF THE SUPPLIER IF IN THE FACILITY'S OPINION THE SAFETY OR WELL-BEING OF ANY OF ITS CONSUMERS ARE OR COULD BE COMPROMISED.
- (E) NO PERSON CONVICTED OF ABUSING, NEGLECTING, OR MISTREATING RESIDENTS/CLIENTS BY A COURT OF LAW MAY BE EMPLOYED.
- (F) IF AT ANY TIME THE SUPPLIER BECOMES AWARE THAT ANY EMPLOYEE HAS BEEN CONVICTED OF ANY CRIMINAL OFFENSE INVOLVING DISHONESTY, BREACH OF TRUST OR USE OF ILLEGAL DRUGS THE SUPPLIER MUST REMOVE SAID EMPLOYEE (NOT TO RETURN TO DMH PROPERTY).

SMOKE FREE AND DRUG FREE WORKPLACE -

- (A) THE SUPPLIER SHALL BE IN COMPLIANCE WITH DMH POLICY FOR A SMOKE FREE WORKPLACE.
- (B) A SUCCESSFUL DRUG SCREEN FOR EACH EMPLOYEE MUST BE COMPLETED PRIOR TO EMPLOYMENT.
- (C) EVIDENCE OF THE DRUG SCREEN MUST BE PROVIDED TO THE FACILITY BEFORE THE EMPLOYEE REPORTS TO AN ASSIGNED WORK AREA.
- (D) THE FACILITY RESERVES THE RIGHT TO REQUEST THAT ANY EMPLOYEE BE RESCREENED (DRUG), IF IN THE OPINION THE SAFETY OR WELL-BEING IS OR COULD BE COMPROMISED.

SECURITY -

- (A) THE SUPPLIER WILL CONDUCT REFERENCE CHECKS ON ITS EMPLOYEES WITH PRIOR EMPLOYERS AND REQUIRE THAT ANY PREVIOUSLY TERMINATED DMH EMPLOYEES ARE EXCLUDED FROM WORKING ANYWHERE ON DMH PROPERTY.
- (B) IF IN THE FACILITY'S OPINION THE SAFETY OR WELL-BEING OF ANY OF

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- ITS CONSUMERS IS OR COULD BE COMPROMISED ACCESS MAY BE DENIED TO THAT INDIVIDUAL. THE SUPPLIER DOES NOT HAVE TO BE PROVIDED A REASON FOR THE REQUEST.
- (C) NO ONE EMPLOYED BY THE SUPPLIER THAT PROVIDES SERVICE ON FACILITY GROUNDS CAN BE LISTED ON THE MEDICARE/MEDICAID NURSE AIDE ABUSE REGISTRY OR BOARD OF NURSING SUSPENSION LIST. (AVAILABLE ON THE INTERNET. THIS IS A SUPPLIER RESPONSIBLE STANDARD.)

DRESS REQUIREMENTS -

- (A) SUPPLIER PERSONNEL SHALL AT ALL TIMES PRESENT A NEAT AND CLEAN APPEARANCE.
- (B) SUPPLIER'S EMPLOYEES MUST WEAR STANDARDIZED UNIFORMS. CLEAN UNIFORMS OF A STANDARDIZED DESIGN (SAME COLOR AND DESIGN FOR ALL PERSONNEL) ARE TO BE WORN DAILY.
- (C) NAME TAGS ARE A REQUIRED COMPONENT OF EACH EMPLOYEE'S UNIFORM AND MUST BE WORN AT ALL TIMES WHILE ON DUTY.
- (D) APPROPRIATE AND CLEAN FOOTWEAR ARE CONSIDERED A PART OF THE UNIFORM.
- (E) HAIR NETS, CAPS/HAIR RESTRAINTS ARE TO BE WORN AS REQUIRED BY THE FACILITY OR APPLICABLE GOVERNMENTAL REGULATIONS.
- (F) COMPLIANCE WITH THE DRESS CODE REQUIREMENTS SHALL BEGIN ON THE FIRST DAY OF THE CONTRACT PERIOD.
- (G) SUPPLIER'S EMPLOYEES THAT REPORT FOR DUTY IN NONCOMPLIANCE WITH THE DRESS CODE MAY BE DENIED ACCESS OR ASKED TO LEAVE THE PREMISES.

IN-SERVICE TRAINING -

- (A) SUPPLIER SHALL HAVE POLICIES AND PROCEDURES CONSISTENT WITH THE FACILITY OBJECTIVES FOR:
1. STAFFING OF ITS FOOD SERVICE DEPARTMENT AND
 2. MONTHLY CONTINUING EDUCATION OF FOOD SERVICE PERSONNEL.
- (B) THE FACILITY SHALL BE NOTIFIED IN ADVANCE OF THE DATE, PLACE, TIME, AND TOPICS FOR THE TRAINING.
- (C) SUPPLIER'S IN-SERVICE TOPICS SHALL INCLUDE, BUT NOT BE LIMITED TO:
1. CONSUMERS' RIGHTS AND CONFIDENTIALITY WITH SPECIAL EMPHASIS ON SERVICE IN A RESPECTFUL AND HUMANE FASHION;
 2. COURTESY;

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3. SANITATION;
 4. SAFETY THAT INCLUDES FIRE AND DISASTER TRAINING;
 5. INFECTION CONTROL;
 6. QUALITY CONTROL;
 7. HAZARDOUS MATERIAL MANAGEMENT;
 8. PORTION CONTROL;
 9. MODIFIED DIETS; AND
 10. CONTRACT PERFORMANCE EXPECTATIONS
- THE REQUIREMENTS OF INDIVIDUAL FACILITIES MAY VARY.
- (D) THE SUPPLIER WILL BE EXPECTED TO EXPAND IN-SERVICE TRAINING BASED UPON SELF IDENTIFIED PROBLEMS AND CONCERNS, FACILITY IDENTIFIED PROBLEMS AND CONCERNS, RESULTS FROM PERFORMANCE MONITORING, PERIODIC EMPLOYEE COMPETENCY ASSESSMENTS, AND OTHER PROCESSED THAT MEASURE KEY ELEMENTS OF PERFORMANCE.
- (E) COMPETENCY ASSESSMENTS SHOULD BE INCLUDED WITH TRAINING SESSIONS WHEN APPROPRIATE.
- (F) THE FACILITY WILL PROVIDE REQUIRED ORIENTATION FOR EACH OF THE SUPPLIER'S EMPLOYEES PRIOR TO ASSIGNMENT OF DUTIES AT THAT FACILITY. TOPICS OF TRAINING INCLUDE:
1. THE FACILITY,
 2. CONSUMERS,
 3. DEVELOPMENTAL/INTELLECTUAL
 4. CLIENT RIGHTS,
 5. CONSUMER ABUSE AND NEGLECT.
 6. INFECTION CONTROL,
 7. ATTITUDES, AND
 8. CONFIDENTIALITY, AND
 9. SAFETY.
- (G) ALL (100%) FOOD SERVICE PERSONNEL MUST ATTEND ALL MANDATORY IN-SERVICE PROGRAMS/EDUCATIONAL OPPORTUNITIES PROVIDED BY THE FACILITY.
- (H) PROGRAMS, DATES, AND TIMES WILL BE PROVIDED BY THE FACILITY. A SIGN-IN SHEET WILL BE PROVIDED FOR THE SUPPLIER'S EMPLOYEES TO DOCUMENT THEIR ATTENDANCE.
- (I) COMPLIANCE WITH TRAINING EXPECTATIONS WILL BE MONITORED AS AN EVALUATION OF THE SUPPLIER'S CONTRACT PERFORMANCE.
- (J) THE SUPPLIER MUST ENSURE ITS REGIONAL AND FACILITY MANAGEMENT TEAM MEMBERS HAVE BEEN TRAINED REGARDING THE PROVISIONS OF THE FOOD SERVICE CONTRACT AND THE CORRESPONDING FACILITY SPECIFICATIONS PRIOR TO THE FIRST DAY OF THE CONTRACT PERIOD.

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- (K) CONTRACT COMPETENCY ASSESSMENTS FOR THE SUPPLIER'S ON SITE MANAGEMENT TEAM SHOULD BE INCLUDED WITH THEIR ORIENTATION DOCUMENTATION RECORDS.
- (L) THE SUPPLIER WILL DEVELOP JOB SPECIFIC ORIENTATION TRAINING TOOLS THAT LIST CRITICAL TRAINING ELEMENTS AND VERIFY COMPETENCY FOR EACH STANDARD AS APPROPRIATE TO THE EMPLOYEE'S LEVEL OF RESPONSIBILITY.
- (M) SHOULD THE JOB DUTIES FOR ANY OF THE SUPPLIER'S EMPLOYEES CHANGE AT ANY TIME DURING THEIR EMPLOYMENT, THAT EMPLOYEE MUST SHOW COMPETENCY FOR EACH OF THE REQUIRED ELEMENTS OF PERFORMANCE FOR THEIR NEW JOB DUTIES/ASSIGNMENT PRIOR TO INDEPENDENT REASSIGNMENT IN THAT POSITION. EVIDENCE OF THEIR COMPETENCY SHALL BE DOCUMENTED BY THE SUPPLIER AND AVAILABLE FOR REVIEW BY THE FACILITY.
- (N) ALL COMPETENCIES MUST BE SUCCESSFULLY COMPLETED BY EACH EMPLOYEE PRIOR TO INDEPENDENT ASSIGNMENT TO A WORK AREA.
- (O) THE SUPPLIER SHALL PROVIDE THE FACILITY WITH COMPETENCY VERIFICATION FOR EACH EMPLOYEE PRIOR TO INDEPENDENT ASSIGNMENT TO A WORK AREA. COMPETENCIES MUST INCLUDE BUT NOT BE LIMITED TO:
1. SUPPLIER'S POLICIES AND PROCEDURES.
 2. CONSUMER IDENTIFICATION SYSTEM.
 3. MODIFIED DIETS.
 4. HOW TO READ MENUS.
 5. HOW TO ACCURATELY COMPLETE DOCUMENTATION, PORTION CONTROL, AND USE OF EQUIPMENT, AND OTHER TOPICS RELATED TO RESPONSIBILITIES.
- (P) OTHER TRAINING OPPORTUNITIES WILL BE PROVIDED BY THE FACILITY AT APPROPRIATE INTERVALS. THE SUPPLIER'S PERSONNEL ARE EXPECTED TO ATTEND ALL MANDATORY TRAINING PROGRAMS REQUIRED BY THE FACILITY.
- (Q) THE COST OF SUPPLIER'S EMPLOYEE SALARIES WHILE ATTENDING REQUIRED IN-SERVICE TRAINING AND ORIENTATION WILL BE BORNE ENTIRELY BY THE SUPPLIER.
- (R) DOCUMENTATION OF ALL TRAINING SESSIONS AND COMPETENCY ASSESSMENTS SHALL BE MAINTAINED BY THE SUPPLIER AND SHALL BE CONSISTENT WITH REQUIREMENTS TO ENSURE COMPETENCY. AT VARIOUS INTERVALS THE FACILITY AND/OR REGULATORY AGENCIES MAY REQUEST DOCUMENTATION OF EMPLOYEE EDUCATION.

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LABOR PROBLEMS - SHOULD LABOR PROBLEMS OR OTHER LEGAL PROBLEMS ARISE TO THE EXTENT THAT LEGAL ADVICE AND ASSISTANCE ARE NECESSARY, IT IS AGREED THE EXPENSE SHALL BE BORNE BY THE SUPPLIER, AND THERE SHALL BE NO COST TO THE FACILITY OR DMH.

HEALTH SCREENING -
 (A) SUPPLIER SHALL PROVIDE FOR BASIC EMPLOYEE HEALTH MEASURES.
 (B) SUPPLIER SHALL, AT A MINIMUM, ENSURE THAT EMPLOYEES RECEIVE TUBERCULOSIS SCREENING PRIOR TO ASSIGNMENT AND ROUTINE SCREENINGS THEREAFTER.
 (C) EVIDENCE OF HEALTH SCREENINGS SHALL BE PROVIDED TO THE FACILITY.
 (D) SPECIFIC FACILITIES MAY REQUIRE THAT SUPPLIER'S EMPLOYEES RECEIVE HEPATITIS B SCREENINGS AND IF NOT HEPATITIS B IMMUNE, IMMUNIZE.
 (E) INFLUENZA SHOTS MUST BE OFFERED BY THE SUPPLIER FOR ALL THEIR EMPLOYEES AT NO COST TO THE FACILITY. PARTICIPATION IS STRONGLY RECOMMENDED AND EMPLOYEES WHO REFUSE MUST SIGN A DECLINATION FORM AND SUPPORTING DOCUMENTATION MUST BE PROVIDED TO THE FACILITY.

SANITATION -
 (A) SUPPLIER SHALL UTILIZE PROPER SANITATION TECHNIQUES IN THE TOTAL FOOD SERVICE OPERATION TO COMPLY WITH STANDARDS SET FORTH PREVIOUSLY GOVERNING THE MANUFACTURE, PREPARATION, DISPLAY, AND SERVICE OF FOODS, CONFECTIONS, AND BEVERAGES.
 (B) A COPY OF EACH HEALTH DEPARTMENT INSPECTION, ALONG WITH A PLAN OF CORRECTIVE ACTION FOR EACH IDENTIFIED DEFICITS, SHALL BE PROVIDED TO EACH AFFECTED FACILITY FOLLOWING THE INSPECTION.
 (C) SUPPLIER SHALL BE RESPONSIBLE FOR THE ROUTINE CLEANING (EXCEPT STRIPPING AND WAXING) AND SANITATION OF ALL AREAS OF THE FOOD SERVICE BUILDING AND ATTENDANT OUTSIDE AREAS.
 (D) DINING AREAS WILL BE CONTINUOUSLY CLEANED THROUGHOUT THE DINING PERIOD EACH DAY. TABLES WILL BE CLEANED AND SANITIZED AS DINERS LEAVE AND WILL BE CLEANED BETWEEN SEATINGS.
 (E) SUPPLIER SHALL BE RESPONSIBLE FOR IMMEDIATE CLEAN UP OF SPILLS. A PROPERLY TRAINED REPRESENTATIVE OF THE FACILITY SHALL BE RESPONSIBLE FOR CLEANING ALL BODY FLUIDS FROM TABLES, CHAIRS,

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- AND FLOORS.
 (F) THE FACILITY SHALL BE RESPONSIBLE FOR PROVIDING SUPPLIES AND FOR MAINTAINING AND CLEANING:
1. EXTERNAL KITCHEN EXHAUST HOODS.
 2. CEILINGS.
 3. AIR DUCTS.
 4. VENTS.
 5. CONSUMER REST ROOM AREAS.
 6. DRAPERY, AND
 7. DINING AREA LIGHT BULBS.
- (G) THE SUPPLIER SHALL CLEAN:
1. DINING ROOM WINDOW SILLS,
 2. WINDOWS,
 3. TABLES,
 4. CHAIRS,
 5. INTERNAL EXHAUST HOODS, PRODUCTION AREAS, FOOD SERVICE OFFICES, IN CAFETERIA/DINING AREAS, AND SUPPLIER SERVED DINING AREAS.
 6. WALLS,
 7. WOODEN WALL UNITS,
 8. FOOD SERVICE EQUIPMENT,
 9. FLOORS AND BASEBOARDS, AND
 10. FOOD SERVICE STORAGE AREAS,
- (H) FOOD PRODUCTION AREA AND CAFETERIA WALLS SHALL BE CLEANED DAILY.
- (I) FLOORS:
1. SAFETY HAZARDS AND CONCERNS IN DINING AREAS MUST BE CONSTANTLY CORRECTED DURING DINING PERIODS.
 2. PAPER, FOOD, AND OTHER DEBRIS MUST BE SWEEP FOLLOWING EACH DINING PERIOD WHEN MORE THAN ONE SEATING IS SERVED IN A CAFETERIA/DINING ROOM.
 3. FLOORS IN ALL CAFETERIAS/DINING ROOMS MUST BE SWEEP AND MOPPED AT THE COMPLETION OF MEAL SERVICE.
 4. FLOORS AND BASEBOARDS IN PRODUCTION AREAS MUST BE HOSED ONCE DAILY.

SANITATION POLICIES AND PROCEDURES -

- (A) SUPPLIER SHALL HAVE WRITTEN POLICIES AND PROCEDURES WHICH ENSURE SANITARY PRACTICES IN REGARD TO THE FOLLOWING:
1. PHYSICAL PLANT AND EQUIPMENT (INCLUDING TRANSPORTATION EQUIPMENT) SHOULD BE CLEAN AND SANITARY;
 2. FACILITY MAINTENANCE REQUESTS:
 - A. FACILITY RESPONSIBLE REPAIRS SHALL BE REPORTED THROUGH APPROPRIATE CHANNELS IMMEDIATELY
 - AND
 - B. SUPPLIER RESPONSIBLE REQUESTS SHALL REPORT TO THEIR

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MAINTENANCE REPAIR CONTRACTOR AND THE FACILITY CONTACT, OR DESIGNEE, NOTIFIED, IN WRITING, WITHIN TWENTY-FOUR HOURS.

3. PURCHASE AND STORAGE OF FOOD;
 4. EQUIPMENT AND UTENSILS;
 5. DISH AND SERVICE WARE WASHING AND CLEANING OPERATIONS;
 6. PERSONAL HYGIENE AND WORK HABITS OF FOOD SERVICE PERSONNEL;
 7. FOOD HANDLING TECHNIQUES IN ALL ASPECTS OF RECEIVING, STORAGE, PREPARATION, TRANSPORT, AND SERVICE;
 8. PLACEMENT OF ALL TRASH AND GARBAGE IN THE AREA DESIGNATED BY THE FACILITY; AND
 9. OTHERS AS REQUIRED TO MEET STANDARDS AS ESTABLISHED BY REGULATORY AGENCIES.
- (B) THE SUPPLIER'S MANAGEMENT TEAM WILL MONITOR COMPLIANCE WITH POLICIES AND PROCEDURES AS A COMPONENT OF ITS PERFORMANCE MONITORING PLAN.
- (C) A MEMBER OF THE SUPPLIER'S REGIONAL MANAGEMENT TEAM WILL CONDUCT AN INSPECTION OF EACH SERVICE LOCATION ON A QUARTERLY BASIS. A REPORT OF IDENTIFIED CONCERNS SHALL BE PROVIDED TO EACH FACILITY'S LIAISON FOLLOWING EACH INSPECTION.

CLEANING PRODUCTS -

- (A) ALL CLEANING PRODUCTS MUST BE APPROVED BY THE FACILITY PRIOR TO DELIVERY TO THE CAMPUS.
- (B) MATERIAL SAFETY DATA SHEETS (MSDS) SHALL BE PROVIDED TO EACH FACILITY UPON AWARD OF THE FOOD SERVICE CONTRACT FOR FACILITY APPROVAL.
- (C) NO CHLORINE BLEACH WILL BE ALLOWED. IT SHALL NOT BE UTILIZED AS A CLEANING AGENT.

PEST CONTROL -

- (A) SUPPLIER SHALL REPORT ANY NEED FOR PEST AND/OR RODENT CONTROL TO THE FACILITY'S DESIGNATED AGENT THE DAY THE NEED IS DISCOVERED. A LOG OF ALL REQUESTS FOR PEST CONTROL SHALL BE MAINTAINED BY THE SUPPLIER'S REPRESENTATIVES AND BE AVAILABLE UPON REQUEST.
- (B) THE SUPPLIER SHALL MAKE ALL REASONABLE AND APPROPRIATE EFFORTS TO PREVENT GIVING INSECTS AND RODENTS THE OPPORTUNITY FOR INFESTATION.

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- (C) THE FACILITY SHALL PROVIDE ALL EXTERMINATING SERVICES AND WILL COORDINATE THE APPLICATION OF PESTICIDES, PLACEMENT OF CHEMICALS, ETC. WITH THE SUPPLIER.
- (D) THE SUPPLIER SHALL PROVIDE NONPOROUS STORAGE CONTAINERS WITH TIGHT FITTING LIDS FOR ALL FOOD SUPPLIES AND CONDIMENTS STORED IN THE FACILITY'S SERVICE LOCATIONS. THE COST FOR THE CONTAINERS AND THEIR REPLACEMENT, WHEN THE INTEGRITY OF THOSE CONTAINERS BECOMES COMPROMISED, SHALL BE BORNE BY THE SUPPLIER AND INCLUDED IN THE GUARANTEED MEAL PRICE.
- (E) ALL SUPPLIES SHALL BE REMOVED FROM CARDBOARD CONTAINERS UPON DELIVERY TO MEAL SERVICE AREAS.

FOOD AND MENU SPECIFICATIONS

THE FOLLOWING FOOD AND MENU SPECIFICATIONS APPLY FOR ALL FACILITIES.

MENU BOARD

- (A) A MENU BOARD SHALL BE ORGANIZED AND MEETINGS CALLED BY THE SUPPLIER FOUR (4) TIMES PER CONTRACT YEAR.
- (B) THE MENU BOARD WILL BE COMPOSED OF REPRESENTATIVES FROM ALL THE DMH'S FACILITIES, SUPPLIER'S CORPORATE/DISTRICT LEVEL PERSONNEL, AND CUSTOMERS. REPRESENTATIVES SHOULD BE KNOWLEDGEABLE ABOUT THE FOOD SERVED TO CONSUMERS, STANDARD FOOD SERVICE OPERATIONS, THE FOOD SERVICE CONTRACT, AND HOW TO ENHANCE THE DINING EXPERIENCE.
- (C) THE DMH COMMISSIONER, ASSOCIATE COMMISSIONERS, AND FACILITY DIRECTORS SHALL APPOINT MEMBERS TO THIS BOARD.
- (D) THE SUPPLIER SHALL REQUIRE REPRESENTATIVES FROM THE MANAGEMENT TEAM FROM EACH FACILITY AND CORPORATE SUPPORT REPRESENTATIVES TO ATTEND.
- (E) THE PURPOSE OF THE MENU BOARD IS TO PROVIDE A FORUM FOR APPROVAL OF A STATE-WIDE DMH MENU, INCLUDING SPECIAL HOLIDAY MENUS, AND RESOLUTION OF CONCERNS AFFECTING DMH FACILITIES AND THEIR CUSTOMERS. MENU BOARD SHALL SPECIFICALLY ENSURE:
 1. SUPPLIER SUPPLIES SEASONALLY APPROPRIATE, CONTRACT COMPLIANT MENUS, INCLUDING A REDUCED CALORIE MENU, FOR REVIEW AT MENU BOARD MEETINGS;
 2. PROPOSED MENUS ARE PROVIDED TO MENU BOARD REPRESENTATIVES NO

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- LESS THAN TEN (10) DAYS PRIOR TO EACH SCHEDULED MENU BOARD DATE.
3. DMH REPRESENTATIVES AT THE MENU BOARD REVIEW, REVISE, AND APPROVE SEASONAL MENUS;
 4. FACILITY REPRESENTATIVES HAVE THE OPPORTUNITY TO RECOMMEND CHANGES TO THE PROPOSED MENUS, INCLUDING RECIPE DEVELOPMENT AND MODIFICATION;
 5. SUPPLIER INCORPORATES ALL REASONABLE REQUESTS FOR RECIPE DEVELOPMENT AND MODIFICATIONS BASED UPON FACILITY REPRESENTATIVES, REQUESTS AND CUSTOMER COMMENTS OR REQUESTS OBTAINED THROUGH SATISFACTION SURVEYS AND OTHER AVENUES;
 6. APPROVAL OF MENU MODIFICATIONS ARE MADE BY A VOTING MAJORITY OF FACILITY REPRESENTATIVES IN ATTENDANCE;
 7. SUPPLIER REVISES MENUS WITH MODIFICATIONS TO MEET CONTRACT SPECIFICATIONS;
 8. EACH FACILITY WILL BE NOTIFIED, IN WRITING, OF ALL CHANGES MADE TO THE APPROVED MENU FOR NUTRITIONAL REASONS;
 9. VENUE IS AVAILABLE TO DISCUSS AND RESOLVE FOOD SERVICE RELATED ISSUES THAT AFFECT THE NEEDS OF DMH CONSUMERS AND THEIR SPECIAL NEEDS, LIMITATIONS, AND/OR CONCERNS; AND
 10. TIMETABLE IS DESIGNATED FOR REVIEW AND APPROVAL OF MENUS, FINALIZING NUTRIENT ANALYSIS, AND IMPLEMENTATION OF NEW MENUS IS ESTABLISHED;
- (E) THE FIRST MENU BOARD AND THE FIRST SET OF MENUS SHALL BE PROVIDED WITHIN THIRTY (30) TO FORTY-FIVE (45) DAYS OF THE SUPPLIER'S NOTICE OF CONTRACT AWARD.
- (G) SUBSEQUENT MENU BOARD MEETINGS SHALL BE HELD PRIOR TO IMPLEMENTATION OF EACH SEASONAL CYCLE MENU.
- (H) THE SUPPLIER SHALL BE EXCLUSIVELY RESPONSIBLE FOR ENSURING THE APPROVED MENU MEETS THE CONTRACT SPECIFICATIONS FOR NUTRIENT DISTRIBUTION.
- (I) FACILITIES SHALL BE NOTIFIED BY MEMORANDUM OF ANY AND ALL CHANGES MADE TO THE APPROVED MENU TO COMPLY WITH CONTRACT SPECIFICATIONS FOR NUTRIENT CONTENT.
- (J) THIS NOTIFICATION SHALL BE PROVIDED TO COMMITTEE MEMBERS IN A SEPARATE DOCUMENT WITH MENU BOARD MEETING MINUTES WITHIN FIFTEEN (15) DAYS FOLLOWING APPROVAL OF MENUS.

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MEAL COMPONENTS -

- (A) THE SUPPLIER SHALL PROVIDE A LISTING OF MENU OPTIONS BY:
 * CATEGORY (ENTREE, SALADS, STARCHES, VEGETABLES, BREADS, DESSERTS, ETC.),
 * A BRIEF DESCRIPTION OF THE INGREDIENTS TO INCLUDE CARBOHYDRATE LEVELS, AND
 * METHOD OF PREPARATION
 TO EACH MENU BOARD REPRESENTATION WITH THE PROPOSED MENUS PRIOR TO THE FIRST MENU BOARD.
- (B) SUPPLIER SHALL UPDATE THIS LISTING AS NEW RECIPES ARE DEVELOPED AND/OR MODIFIED.
- THE SUPPLIER MUST PROVIDE THE DMH WITH A WRITTEN DEFINITION THAT SHALL DICTATE FINANCIAL LIMITATIONS FOR SUGGESTED MENU ITEMS OR RECIPES TO BE INCORPORATED IN STATE-WIDE MENUS WITH THEIR INITIAL BID. THIS DEFINITION WILL SERVE AS A DECIDING FACTOR FOR "REASONABLE REQUESTS" THROUGHOUT THE CONTRACT PERIOD.
- CONSUMER MENU PLANNING -
 THE SUPPLIER SHALL ALLOW EACH FACILITY THE OPPORTUNITY FOR CONSUMERS TO PARTICIPATE IN MENU PLANNING SESSIONS QUARTERLY.
- (A) EIGHT (8) TO TEN (10) CUSTOMER REPRESENTATIVES ARE ALLOWED TO PARTICIPATE IN THE DEVELOPMENT OF A MENU WITH ASSISTANCE PROVIDED BY THE SUPPLIER AND FACILITY REPRESENTATIVES.
- (B) MEAL COMPONENTS WILL BE RECOMMENDED BY CUSTOMER REPRESENTATIVES FOR EACH OF THE CATEGORIES FOR THE MEAL BEING PLANNED.
- (C) APPROVAL FOR RECOMMENDED FOODS WILL BE PROVIDED BY THE SUPPLIER WITH CONSIDERATIONS GIVEN TO COST, PRODUCTION DEMANDS, AND NUTRITIONAL IMPLICATIONS.
- (D) THE FINAL MENU WILL BE BASED ON A MAJORITY VOTE OF THE CUSTOMER REPRESENTATIVES PARTICIPATING IN THE SESSION.
- (E) MENU PLANNING SESSIONS SERVE AS AN EDUCATION OPPORTUNITY TO EXPLAIN THE PRINCIPLES OF THE STATE-WIDE MENU PLANNING PROCESS.
- (F) THE MENU WILL BE SERVED FOR ONE MEAL ONLY, THE DATE AND MEAL OF SERVICE SHALL BE DETERMINED BY THE SUPPLIER.
- (G) THE MENU SHALL BE PUBLICIZED BY THE SUPPLIER IN EACH SERVICE AREA WHERE THE MENU IS SERVED.

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- (H) THIS MENU IS TO BE AN EDUCATIONAL OPPORTUNITY ONLY AND IS NOT EXPECTED TO COMPLY WITH THE OTHER SPECIFICATIONS MANDATED BY THE STATE OF ALABAMA FOOD SERVICE CONTRACT.

MONOTONY BREAKER MEALS -
THE SUPPLIER SHALL PROVIDE QUARTERLY MONOTONY BREAKER MEALS FOR EACH FACILITY.

- (A) EACH OF THESE MEALS SHALL INCORPORATE SPECIAL MEAL COMPONENTS THAT ARE NOT TYPICALLY PART OF THE REGULAR MENU APPROVED THROUGH THE MENU PLANNING PROCESS AND SHALL INCLUDE:
1. GRILLED ENTREES AND CARBONATED BEVERAGES. (THE FORM OF SERVICE MUST MEET FACILITY REQUIREMENTS. FORMS OF SERVICE INCLUDE INDIVIDUAL PLASTIC BOTTLES OR INDIVIDUALLY POURED TWELVE (12) OUNCE PORTIONS BUT NO CANNED PRODUCTS MAY BE SERVED.)
 2. A MONOTONY BREAKER MEAL MUST BE SCHEDULED EVERY THREE MONTHS.

- (B) THE DATES FOR MONOTONY BREAKER MEALS SHALL BE A COOPERATIVE EFFORT BETWEEN THE SUPPLIER AND THE FACILITY AFFECTED.

SEASONAL CYCLE MENUS -

- (A) SUPPLIER SHALL PROVIDE FOUR DIFFERENT SEASONAL CYCLE MENUS DURING EACH TWELVE MONTH PERIOD.
- (B) THE BEGINNING AND ENDING DATES FOR EACH CYCLE SHALL BE:
1. SEPTEMBER THROUGH DECEMBER,
 2. JANUARY THROUGH MARCH,
 3. APRIL THROUGH JUNE, AND
 4. JULY THROUGH SEPTEMBER.
- (C) A MINIMUM OF A THREE (3) WEEK CYCLE SHALL BE PROVIDED FOR REVIEW AND APPROVAL TO EACH FACILITY TEN (10) DAYS PRIOR TO MENU BOARD.
- (D) SEASONAL MENUS SHALL INCORPORATE SEASONALLY FRESH (NOT FROZEN OR CANNED) FRUITS AND VEGETABLES.
- (E) THE FREQUENCY OF SERVICE SHALL CORRELATE WITH THE FRUITS AND VEGETABLES AVAILABLE DURING THE SEASON OF SERVICE.
- (F) THE FORM OR CONSISTENCY OF SERVICE MUST MEET THE SPECIFIC NEEDS OF THE POPULATION IT SERVES. THIS MAY REQUIRE THE SUPPLIER TO PROVIDE MORE THAN ONE FORM OF SERVICE FROM ONE PRODUCTION LOCATION. (FOR EXAMPLE: THE CONSUMERS AT ONE FACILITY MAY BE

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SERVED FRESH WHOLE GRAPES AND ANOTHER FACILITY SERVED FROM THE SAME PRODUCTION LOCATION MAY REQUIRE THE GRAPES BE HALVED OR OTHERWISE MODIFIED.)

- (G) UPON REVISION AND APPROVAL OF THE MENU BOARD, THE SUPPLIER SHALL PROVIDE A CALORIE AND NUTRIENT ANALYSIS FOR PROTEIN, CARBOHYDRATE, FAT (SATURATED, MONOUNSATURATED, AND POLYUNSATURATED), FIBER, VITAMINS, MINERALS, AND CHOLESTEROL.
- (H) THE SUPPLIER SHALL ENSURE THE NUTRITIONAL REQUIREMENTS OF DMH CONSUMERS, ADOLESCENT TO GERIATRIC, ARE MET IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE NATIONAL ACADEMY OF SCIENCES, INSTITUTE OF MEDICINES DIETARY REFERENCE INTAKES.
- (I) THE FINAL MENU AND NUTRITIONAL ANALYSIS SHALL BE PROVIDED WITHIN FIFTEEN (15) DAYS OF APPROVAL.

FAILURE TO COMPLY WITH TIME PARAMETERS ESTABLISHED THROUGH THE STATE OF ALABAMA FOOD SERVICE CONTRACT WILL RESULT IN FINANCIAL PENALTIES.
 (A) THE SUPPLIER MUST NOTIFY THE DMH PURCHASING DEPARTMENT IN WRITING OF ANY REQUESTS TO MODIFY THE TIME CONSTRAINTS ESTABLISHED THROUGH THE STATE OF ALABAMA FOOD SERVICE CONTRACT.

(B) WAIVER OF PENALTIES CAN ONLY BE APPROVED BY THE COMMISSIONER, OR APPROVED DESIGNEE, THROUGH THE DMH'S PURCHASING DEPARTMENT.

(C) FAILURE TO PROVIDE SEASONAL CYCLE MENUS, THE REVISED MENU, OR THE NUTRIENT ANALYSIS ON THE DATES AS STATED PREVIOUSLY SHALL

CAUSE A PENALTY OF \$1,000.00 FOR EACH OCCURRENCE.

(D) A PENALTY OF \$50.00 PER DAY SHALL BE ASSESSED UNTIL THE SEASONAL MENU CYCLE, THE REVISED MENU, OR THE NUTRIENT ANALYSIS IS RECEIVED BY EACH FACILITY.

(E) THE DMH'S MENU BOARD REPRESENTATIVES SHALL NOTIFY THE DMH DEPARTMENT OF PURCHASING SHOULD MENUS FAIL TO BE PROVIDED AS REQUIRED.

(F) IMPOSITION OF MONETARY FINES SHALL BE COORDINATED THROUGH THE DMH DEPARTMENT OF PURCHASING.

MENUS -

- (A) COPIES OF THE EXTENDED MENU SHALL BE PROVIDED TO THE FACILITY NO LATER THAN THE THURSDAY PRIOR TO THE BEGINNING OF EACH WEEK.
- (B) THE MENU SHALL INCLUDE THAT WEEK'S BREAKFAST, LUNCH, SUPPER,

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- BEDTIME SNACKS (IF APPLICABLE), AND THE MENU FOR ALL MODIFIED DIETS.
- (C) ALTERNATE MENU SELECTIONS SHALL BE PLANNED AND PRINTED ON WEEKLY MENUS.
- (D) ALTERNATE MENU ITEMS SHALL BE SERVED TO CONSUMERS WITH REPORTED PREFERENCES OR ALLERGIES THAT CONFLICT WITH THE REGULARLY SCHEDULED MENU.
- (E) THE SUPPLIER'S PERSONNEL SHALL DOCUMENT THE NUMBER OF ALTERNATE MENU ITEMS OFFERED FOR EACH MEAL ON THE MEAL SERVICE REPORT/MEAL TEMPERATURE CHECK SHEET IF REQUESTED BY THE INDIVIDUAL FACILITY.
- (F) THE SUPPLIER SHALL PROVIDE A REGULAR MENU TO BE POSTED IN AN ACCESSIBLE AREA IN EACH SERVICE AREA AT NO ADDITIONAL CHARGE.
- (G) MENU SUBSTITUTIONS ARE TO BE MADE ONLY IN CASE OF EMERGENCY.
1. VERBAL NOTIFICATION OF MENU CHANGES OR SUBSTITUTIONS SHALL BE MADE TO THE FACILITY'S DIRECTOR OF NUTRITIONAL SERVICES OR DESIGNEE AND EACH SERVICE AREA PRIOR TO THE APPLICABLE MEAL WITH WRITTEN NOTICE TO FOLLOW WITHIN TWENTY-FOUR (24) HOURS OF SUBSTITUTION.
 2. ALL MENU SUBSTITUTIONS SHALL BE DOCUMENTED ON THE MENU POSTED IN EACH SERVICE AREA PRIOR TO THE INITIATION OF MEAL SERVICE.
 3. THERE SHALL NOT BE A REPEAT OF A MENU SUBSTITUTION WITHIN A FIVE (5) DAY PERIOD.
 4. ADEQUATE PORTIONS OF EACH MEAL COMPONENT WILL BE PREPARED TO ENSURE ALL CONSUMERS ARE PROVIDED THE PUBLISHED MENU.
 5. WHEN ADEQUATE PORTIONS ARE NOT AVAILABLE AND A MENU SUBSTITUTION IS MADE TO PROVIDE EACH CONSUMER WITH THE REGULAR MENU ITEM, IT SHOULD BE NOTED, ALONG WITH THE NUMBER OF CONSUMERS AFFECTED, BY THE SUPPLIER'S SERVICE LINE PERSONNEL ON THE MEAL SERVICE REPORT THAT IS COMPLETED WITH EACH MEAL FOR THOSE FACILITIES THAT REQUIRE MEAL SERVICE REPORTS.
- (H) THE SUPPLIER SHALL REPRODUCE SUFFICIENT COPIES OF EACH WEEK'S MENU TO DELIVER TO ALL FACILITY DESIGNATED AREAS. (ACTUAL NUMBERS OF MENUS WILL BE FACILITY SPECIFIC). ADDITIONALLY, LARGE PRINT COPIES SHALL BE AVAILABLE FOR REQUESTING FACILITIES. THERE SHALL BE NO ADDITIONAL CHARGE FOR THIS SERVICE.
- (I) SUPPLIER SHALL MAINTAIN A FILE (NO LESS THAN THE LAST SIXTY (60) DAYS) WITH SUBSTITUTIONS ANNOTATED.

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NUTRITIONAL COMPOSITION:

HEART HEALTH MEAL OR "REGULAR MEAL" -

(A) THE REGULAR MEAL PATTERN SHALL PROVIDE A 2500 CALORIES PER DAY.

(B) THE NUTRIENT COMPOSITION SHALL BE:

1. 50 - 55% CARBOHYDRATE;
2. 15 - 20% PROTEIN;
3. 25 - 30% TOTAL FAT (LESS THAN 10% SATURATED FAT);
4. LESS THAN 300 MG CHOLESTEROL;
5. 4 GRAMS SODIUM (EXCLUDING SALT PACKETS PROVIDED AT THE POINT OF SERVICE WHEN ALLOWED BY DIET PRESCRIPTION); AND
6. 25 GRAMS FIBER, WITH AN EMPHASIS ON COMPLEX (UNREFINED) CARBOHYDRATES.

(C) EACH CONSUMER SHALL RECEIVE THREE CUPS OF SKIM MILK OR EQUIVALENT MILK PRODUCT EACH DAY, UNLESS CONTRAINDICATED BY THE INDIVIDUAL CONSUMER'S DIET PRESCRIPTION.

DOUBLE PORTION MEALS - THIS DIET SHALL PROVIDE TWO REGULAR PORTIONS OF EACH MEAL COMPONENT OF THE REGULAR MEAL DESCRIBED PREVIOUSLY.

TRIPLE PORTION MEALS - THIS DIET SHALL PROVIDE THREE REGULAR PORTIONS OF EACH MEAL COMPONENT OF THE REGULAR MEAL DESCRIBED PREVIOUSLY.

LARGE MEAL (3800) - THIS DIET SHALL CONSIST OF ONE AND ONE-HALF (1 1/2) PORTIONS OF EACH MEAL COMPONENT OF THE REGULAR MEAL DESCRIBED PREVIOUSLY.

CALORIE MODIFIED DIETS - MENUS SHALL BE WRITTEN TO ENSURE CONSUMERS RECEIVE AS MUCH FOOD AS POSSIBLE (LARGER PORTIONS) OF ALLOWABLE MEAL COMPONENTS WHILE MAINTAINING THE APPROPRIATE CALORIE LEVEL AND CARBOHYDRATE DISTRIBUTION. THIS MAY REQUIRE THE SUPPLIER INCORPORATE A DIFFERENT RECIPE FOR SIMILAR MEAL COMPONENTS OR DIFFERENT MENU ITEMS.

MODIFIED DIETS -

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- (A) SHALL PROVIDE 2500 CALORIES PER DAY UNLESS AN ALTERNATE CALORIE LEVEL IS PRESCRIBED BY THE ATTENDING PHYSICIAN.
- (B) THERE SHALL BE SEPARATE PREPARATION FOR MECHANICALLY ALTERED AND/OR THERAPEUTIC DIETS.
- (C) MECHANICALLY ALTERED AND THERAPEUTIC MODIFICATIONS SHALL FOLLOW THE SAME PATTERN AS THE REGULAR MENU OR APPROPRIATE SUBSTITUTIONS SHALL BE MADE.
- (D) FOODS FOR MODIFIED DIETS SHALL BE APPROPRIATELY SEASONED AND AS NORMAL IN APPEARANCE AS POSSIBLE.
- (E) FOOD CONSISTENCY VARIATIONS SHALL BE MADE AVAILABLE TO MEET THE INDIVIDUAL REQUIREMENTS MANDATED BY THE FACILITY.
- (F) THE QUALITY OF MECHANICALLY ALTERED FOODS MUST BE ACCEPTABLE TO THE FACILITY AND THE CUSTOMERS' REQUIREMENTS.
- (G) SUBSTITUTE/ALTERNATE MEAL COMPONENTS SERVED SHALL BE AS SIMILAR TO THE REGULAR MEAL COMPONENT IT REPLACES AND AS THE DIET PRESCRIPTION ALLOWS.
- (H) THERE SHALL BE NO ADDITIONAL CHARGE FOR MODIFIED DIETS TO INCLUDE MODIFICATIONS NECESSARY FOR CULTURAL, RELIGIOUS, AND ETHNIC RELATED MODIFICATIONS WITHOUT PRIOR APPROVAL BY THE FACILITY.
- (I) MECHANICALLY ALTERED MEAL COMPONENTS MAY NOT BE SERVED TO REPLACE REGULAR CONSISTENCY MEAL COMPONENTS SHOULD A FOOD SHORTAGE OCCUR.
- (J) MENU BOARD REPRESENTATIVES SHALL BE ALLOWED TO UTILIZE THIS FORUM TO DISCUSS MODIFIED DIETS, AS WELL AS, THE REGULAR MENU PATTERN.

VEGETARIAN DIETS -

- (A) SOY AND VEGETABLE BASED MEAT ALTERNATIVES SHALL BE PURCHASED AND PREPARED FOR CONSUMERS ON PRESCRIBED VEGETARIAN DIETS DAILY.
- (B) A VARIETY OF DIFFERENT CHEESES MAY ALSO BE INCORPORATED INTO A DIET APPROPRIATE FOR VEGETARIAN MEAL PATTERNS BUT WILL BE LIMITED TO NO MORE THAN THREE (3) TIMES PER WEEK OR BASED ON AN ADDITIONAL THERAPEUTIC DIET PRESCRIPTION.
- (C) THE SUPPLIER IS EXPECTED TO EVALUATE AND ENSURE AGE SPECIFIC VEGETARIAN DIETS (ALL VARIATIONS) ARE NUTRITIONALLY ADEQUATE AND PROVIDE ALL ESSENTIAL AMINO ACIDS BY USING CUSTOMER PREFERENCES COUPLED WITH PLANT PROTEIN COMBINATIONS AT NO ADDITIONAL COST TO THE FACILITY.

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PUREE DIETS -

- (A) PUREE AND DYSPHASIA DIET MODIFICATIONS SHALL FOLLOW THE SAME MENU ITEMS AS THE REGULAR MENU, OR A SUBSTITUTE OF APPROPRIATE NUTRITION AND TEXTURE SHALL BE PROVIDED.
- (B) UNLESS OTHERWISE MANDATED BY FACILITY SPECIFICATIONS AND/OR INDIVIDUAL DIET PRESCRIPTION, PUREE FOODS MUST BE PROCESSED TO A SMOOTH, LUMP FREE, WASHED POTATO CONSISTENCY.
 1. THE SUPPLIER WILL BE EXPECTED TO UTILIZE RECIPES TO ENSURE CONSISTENT QUALITY PREPARATION OF ALL PUREED MEAL COMPONENTS.
 2. A MEMBER OF THE SUPPLIER'S MANAGEMENT TEAM IS EXPECTED TO EVALUATE ALL PUREE MEAL COMPONENTS PRIOR TO DISTRIBUTION/ SERVICE TO ENSURE COMPLIANCE WITH THIS EXPECTATION.
 3. APPROVAL OF PUREE FOOD CONSISTENCIES MUST INCLUDE WRITTEN DOCUMENTATION BY THE INDIVIDUAL EVALUATING EACH MEAL COMPONENT AT EACH MEAL DUE TO THE SERIOUS HEALTH RISKS ASSOCIATED WITH NONCOMPLIANCE.
- (C) PUREE FOODS SHOULD BE OF HIGH QUALITY.
- (D) BREADED PRODUCTS SHALL NOT BE BLENDED EXCEPT WITH THE APPROVAL OF MENU BOARD REPRESENTATIVES.
- (E) BISCUITS, DINNER ROLLS, GARLIC BREAD, TOAST, ETC. SHALL NOT BE BLENDED.
- (F) CORNBREAD, WHEN ON THE MENU, SHALL BE BLENDED AND SERVED AS A MEAL COMPONENT FOR CUSTOMERS REQUIRING A PUREE CONSISTENCY.
- (G) RAW FRUITS AND VEGETABLES SHALL NOT BE BLENDED, WITH THE EXCEPTION OF BANANAS. A SUBSTITUTE OF EQUAL NUTRITIONAL VALUE MUST BE PROVIDED FOR THESE MEAL COMPONENTS.
- (H) FAILURE TO COMPLY WITH THESE STANDARDS MAY RESULT IN THE NON-PAYMENT FOR THAT PARTICULAR MEAL AND SHALL BE CREDITED ON THE MONTHLY INVOICE.

LIQUID DIETS -

- (A) FULL AND CLEAR LIQUID DIETS SHALL BE AVAILABLE DIET ORDER OPTIONS.
- (B) PATTERNS FOR CLEAR LIQUID DIETS SHALL BE NOTED ON WEEKLY SPREAD SHEETS WITH OTHER DIETARY MODIFICATIONS.
- (C) LIQUID DIETS SHALL PROVIDE NO LESS THAN 2000 CALORIES PER DAY UNLESS OTHERWISE PRESCRIBED. FACILITY PURCHASED AND PROVIDED LIQUID NUTRITIONAL SUPPLEMENTS MAY NOT BE INCLUDED IN MEAL

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- PATTERNS.
 (D) MEAL PATTERNS FOR LIQUID DIETS SHALL INCLUDE THREE MEALS AND THREE BETWEEN MEAL SNACKS AT THE GUARANTEED MEAL PRICE (NO ADDITIONAL CHARGES FOR THE SNACKS).
- THICKENED LIQUIDS -
 (A) PRESCRIBED CONSISTENCY REQUIREMENTS SHALL BE INCLUDED WITH EACH CUSTOMER'S WEEKLY PUBLISHED DIET AND SNACK ORDER LISTINGS.
 (B) SUPPLIER SHALL BE EXPECTED TO PURCHASE AND MAINTAIN AN ADEQUATE SUPPLY OF PRE-THICKENED LIQUIDS FOR CUSTOMERS WITH WRITTEN ORDERS FOR THICKENED LIQUIDS.
 1. BEVERAGES SHALL INCLUDE, AT A MINIMUM COFFEE, TEA, MILK, VARIETY OF JUICES, AND WATER.
 2. THE COST OF PRE-THICKENED BEVERAGES SHALL NOT BE INCLUDED IN THE GUARANTEED MEAL COST.
 (C) THE SUPPLIER WILL ALSO BE EXPECTED TO PURCHASE AND MAINTAIN AN ADEQUATE SUPPLY OF INDIVIDUAL, INSTANT THICKENING PACKETS FOR EACH CONSISTENCY REQUIRED BY THE FACILITY.
 (D) INDIVIDUAL INSTANT THICKENING PACKETS FOR EACH CONSISTENCY SHALL BE AVAILABLE UPON UNIT REQUISITION AND SHALL NOT BE INCLUDED IN THE GUARANTEED MEAL COST.
 (E) SUPPLIER SHALL BE EXPECTED TO MAINTAIN NO LESS THAN A FORTY-EIGHT (48) HOUR SUPPLY OF PRE-THICKENED BEVERAGES AND INDIVIDUAL, INSTANT THICKENING PACKETS AT ALL TIMES.
- NUTRITIONAL NEEDS -
 (A) THE NUTRITIONAL NEEDS OF CONSUMERS SHALL BE MET IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE NATIONAL ACADEMY OF SCIENCES, INSTITUTE OF MEDICINE'S DIETARY REFERENCE INTAKES AND ADJUSTED FOR AGE, SEX, ACTIVITY, AND DISABILITY.
 (B) TYPICAL PORTION SIZES SHALL NOT BE REDUCED TO ATYPICAL PORTIONS SIMPLY BECAUSE THE RECOMMENDED NUTRITIONAL NEEDS HAVE BEEN MET.
 (C) SUPPLIER SHALL PROVIDE NUTRITIONAL ANALYSES OF INDIVIDUAL CONSUMER'S DOCUMENTED FOOD INTAKE AS REQUESTED BY THE FACILITIES AT NO ADDITIONAL COST. THE ANALYSIS SHALL INCLUDE EACH OF THE NUTRIENTS MONITORED DURING THE NUTRITIONAL ADEQUACY ANALYSIS UNLESS OTHERWISE DIRECTED BY THE FACILITY. THE NUTRITIONAL ANALYSIS SHALL BE PROVIDED IN WRITTEN FORM. ROUTINE REQUESTS

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SHOULD BE PROVIDED BY THE SUPPLIER WITHIN TWENTY-FOUR (24) HOURS. IN CRITICAL SITUATIONS, A REQUEST FOR IMMEDIATE INFORMATION MAY BE REQUESTED FOR LIMITED NUTRIENTS (CALORIES, FLUID, ETC.). RESULTS SHOULD BE PROVIDED TO THE FACILITY WITHIN 6 HOURS OR LESS.

DIET MANUAL:

- (A) THE SUPPLIER SHALL PROVIDE THE MOST CURRENT EDITION OF THE MANUAL OF CLINICAL DIETETICS AS PUBLISHED BY THE AMERICAN DIETETIC ASSOCIATION TO BE UTILIZED BY THE DMH AS THE APPROVED DIET MANUAL.
 - (B) THE PROPOSED DIET MANUAL SHALL BE PRESENTED TO THE MEDICAL STAFF AT EACH FACILITY FOR APPROVAL.
 - (C) IF A HARD COPY IS NOT AVAILABLE THE SUPPLIER WILL BE EXCLUSIVELY RESPONSIBLE FOR EXPENSES INCURRED FOR EACH FACILITY TO HAVE UNLIMITED ACCESS TO THE APPROVED DIET MANUAL THROUGH ANOTHER VENUE.
 - (D) THE COST OF PROVIDING THE REQUIRED COPIES OF THE DIET MANUAL AND/OR INTERNET ACCESSIBILITY SHALL BE BORNE BY THE SUPPLIER.
 - (E) SUPPLIER WILL BE EXPECTED TO COMPLY WITH FACILITY REQUESTED DIETS AND MEAL PATTERNS THAT MAY, OR MAY NOT, BE INCLUDED IN THE DIET MANUAL. THESE DIETS SHALL COMPLY WITH THE REGULAR CONSUMER MENU (MENU CYCLE, DAY, WEEK, MEAL) AS MUCH AS THE DIET PRESCRIPTION ALLOWS.
 - (F) THE SUPPLIER'S DIETITIAN SHALL BE RESPONSIBLE FOR DEVELOPING (NON-STANDARD) MEAL PATTERNS FOR CONSUMERS ON NON-STANDARD DIETS (WRITTEN TO COMPLY WITH AN INDIVIDUAL CONSUMER'S DIET PRESCRIPTION AND REPORTED PREFERENCES).
 - (G) A COPY OF EACH NON-STANDARD MENU AND CORRESPONDING MEAL PATTERN SHALL BE MAINTAINED IN THE APPROPRIATE SERVICE AREA AND ANOTHER COPY FOR THE FACILITY'S CLINICAL NUTRITIONAL DEPARTMENT.
- MEDICALLY PRESCRIBED DIETS -
- (A) NO FOOD OR BEVERAGE SHALL BE SERVED TO ANY CONSUMER PRIOR TO RECEIPT OF AN ORDER FOR SERVICE.
 - (B) FACILITY NURSING SERVICE PERSONNEL SHALL NOTIFY THE SUPPLIER OF MEDICALLY PRESCRIBED DIETS AND SNACKS USING THE FACILITY APPROPRIATE ORDER FORM.

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- (C) SUPPLIER SHALL PROVIDE AN ACCURATE, UP-TO-DATE CUSTOMER LISTING THAT INCLUDES:
1. CONSUMER NAME;
 2. CONSUMER NUMBER;
 3. LOCATION;
 4. PRESCRIBED DIET;
4. ALL PRESCRIBED SNACKS;
5. ALLERGIES AND PREFERENCES;
6. FLUID RESTRICTIONS OR CONSISTENCIES; AND
7. OTHER CRITICAL NUTRITION INFORMATION.
- (D) WEEKLY CUSTOMER LISTINGS BY HOUSING UNIT (COTTAGE, WARD, ETC.) SHALL BE PROVIDED TO EACH HOUSING LOCATION, AS REQUESTED BY THE FACILITY.
- (E) THE SUPPLIER SHALL PROVIDE A COPY OF EACH CUSTOMER LISTING FOR THE FACILITY'S DIETITIAN(S). THE NUMBER OF COPIES WILL ALSO BE FACILITY SPECIFIC.
- (F) AN ACCURATE UP-TO-DATE (SERVICE AREA SPECIFIC) PATIENT LISTING WITH THE PHYSICIAN'S MOST RECENTLY PRESCRIBED DIET, INCLUDING SNACKS, SHALL BE AVAILABLE AT EACH SERVICE LOCATION. THE SUPPLIER'S PERSONNEL WILL UPDATE THE LISTING AS CHANGES ARE RECEIVED UNTIL A NEW PATIENT LISTING IS PUBLISHED.

MENU VARIETY - MEAL COMPONENTS ARE SERVED IS REGULATED TO ADD ANOTHER THE FREQUENCY MEAL COMPONENTS ARE SERVED IS REGULATED TO ADD ANOTHER DIMENSION TO IMPROVED CUSTOMER SATISFACTION.

(A) ENTREES SHALL BE REPEATED NO MORE OFTEN THAN EVERY FIFTEEN (15) DAYS AND

(B) VEGETABLES, SALADS, AND DESSERTS CANNOT BE SERVED MORE FREQUENTLY THAN EVERY EIGHT (8) DAYS.

(C) MENU ITEMS MUST BE CONSISTENCY APPROPRIATE. FOR EXAMPLE, CHOPPED OR DICED MEAL COMPONENTS WILL NOT BE SERVED TO CONSUMERS ON A REGULAR CONSISTENCY UNLESS IT IS SO NOTED ON PUBLISHED MENUS. EXCEPTIONS MUST BE APPROVED BY A VOTING MAJORITY OF FACILITY REPRESENTATIVES AT MENU BOARD.

SEASONING - REGULAR AND MODIFIED MEAL COMPONENTS MUST BE SEASONED.

(A) ALL RECIPES MAY REQUIRE PERIODIC MODIFICATION TO MEET CONSUMER EXPECTATIONS.

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- (B) SEASONINGS MUST MEET THE TERMS OF THE STATE OF ALABAMA FOOD SERVICE CONTRACT AND MUST ALSO COMPLY WITH PHYSICIAN PRESCRIBED DIETARY RESTRICTIONS. THIS MAY NECESSITATE PREPARATION OF DIFFERENT SEASONINGS FOR SIMILAR MEAL COMPONENTS.
- (C) SEASONING OPTIONS INCLUDE, BUT ARE NOT LIMITED TO: HERBS, SPICES, SODIUM FREE BROTH AND/OR BOUILLON, SALT FREE SEASONING BLENDS, FAT FREE GRAVIES AND SAUCES.

MEAL PATTERNS - THE DAILY "REGULAR MEAL" PLAN SHALL CONSIST OF THE AT A MINIMUM, THE FOLLOWING COMPONENTS. THE REQUIREMENTS LIST A MINIMUM, NOT MAXIMUM, AND MAY BE AMENDED (UP OR DOWN) BY VOTING REPRESENTATIVES OF THE DMH MENU BOARD.

- BREAKFAST -
- (A) FRUIT OR FRUIT JUICE - THE PRODUCT MAY BE:
 - 1. ONE SERVING OF FRUIT MUST BE PROVIDED. THE PRODUCT MAY BE:
 - A. FOUR (4) OUNCE 100% FRUIT JUICE,
 - B. ONE HALF (1/2) CUP CANNED FRUIT PACKED IN FRUIT JUICE,
 - C. 1 PIECE OF SEASONALLY APPROPRIATE FRESH FRUIT TO INCLUDE BUT NOT LIMITED TO, APPLES, BANANAS, MELONS, ORANGES, PEACHES, PEARS, SEEDLESS GRAPES, ETC.
 - 2. FRUIT, CANNED OR FRESH, MUST BE PROVIDED NO LESS THAN THREE (3) TIMES PER WEEK AT THIS MEAL.

- (B) EGGS -
 - 1. ONE EGG EQUIVALENT, EGG SUBSTITUTE, ONE (1) OUNCE LEAN MEAT OR OTHER PROTEIN REPLACEMENT (PROVIDING SEVEN (7) OR MORE GRAMS OF PROTEIN PER SERVING), AS APPROVED AT MENU BOARD, WILL BE PROVIDED DAILY.
 - 2. BOILED EGGS SHALL BE AN AVAILABLE ALTERNATE FOR CUSTOMERS WHO REQUEST NO SCRAMBLED EGGS.
 - 3. OTHER TRADITIONAL BREAKFAST ENTREES, INCLUDING ITEMS SUCH AS BREAKFAST CASSEROLES, CORNED BEEF HASH, FRITTATAS, ETC.
- (C) BREAKFAST MEAT -
 - 1. BACON, BOLOGNA, SAUSAGE, CANADIAN BACON, OR HAM SHALL BE SERVED THREE (3) TIMES PER WEEK, NOT TO BE SUBSTITUTED FOR

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- THE EGG MEAL COMPONENT.
 2. BREAKFAST MEAT, WHEN SERVED, MUST BE AN APPROPRIATELY PREPARED ONE (1) OUNCE EDIBLE PORTION (COOKED WEIGHT).
 3. BREAKFAST MEAT SHALL BE SERVED TO ALL DIET AND CONSISTENCY MODIFICATIONS, EXCEPT WHEN PROHIBITED BY DIETARY PRESCRIPTION.

- (D) CEREAL -
 1. SIX (6) OUNCES OF HOT CEREAL, 1 OUNCE OF DRY CEREAL (BY WEIGHT) OR ONE (1) INDIVIDUAL BOX OF DRY CEREAL TO BE EQUALLY ALTERNATED FOR VARIETY.
 2. DRY CEREAL MUST BE SERVED A MINIMUM OF THREE (3) TIMES PER WEEK.
 3. A VARIETY OF CEREAL GRAINS, EMPHASIZING COMPLEX CARBOHYDRATES, SHALL BE PROVIDED. CORN, OATS, RICE, WHEAT, ETC. SHALL BE OFFERED.

- (E) BREAD -
 1. TO INCLUDE ONE SLICE BREAD OR BISCUIT (2 INCH BY 1/2 INCH OR HIGHER); MUFFINS (2 INCH DIAMETER AND HEIGHT NOT LESS THAN 1 1/2 INCH AND COFFEE CAKE MAY NOT BE AN EQUIVALENT SUBSTITUTE FOR MUFFINS); COFFEE CAKE (2 INCH SQUARE); PANCAKES (NOT LESS THAN 4 INCH DIAMETER); FRENCH TOAST STRIPS; AND WAFFLES.
 2. BREAD OPTIONS SHALL BE ALTERNATED WITHIN EACH WEEK.
 3. SLICED "LIGHT BREAD" (NOT TOASTED) IS TO BE SERVED AT MEALS ONLY UPON SPECIAL REQUEST OF THE FACILITY.

- (F) MILK -
 1. EIGHT (8) OUNCES OF SKIM (NONFAT) MILK SHALL BE THE STANDARD MILK PRODUCT SERVED.
 2. THE SUPPLIER SHALL ENSURE 1%, 2%, WHOLE MILK, BUTTERMILK, CHOCOLATE MILK, AND LACTOSE FREE MILK PRODUCTS ARE AVAILABLE FOR SERVICE AT THE GUARANTEED MEAL PRICE WHEN PRESCRIBED.

- (G) BEVERAGE -
 1. DECAFFEINATED COFFEE AND DECAFFEINATED TEA (AS REQUESTED) SHALL BE AVAILABLE FOR THIS MEAL.
 2. CUSTOMERS SHALL NOT BE LIMITED TO ONE CUP OF HOT COFFEE OR TEA UNLESS DIRECTED BY THE FACILITY OR WHEN PROHIBITED BY PRESCRIBED DIETARY RESTRICTIONS.
 3. SUPPLIER SHALL PROVIDE COFFEE MAKING EQUIPMENT FOR BREWING COFFEE AND NON-GLASS DISTRIBUTION CONTAINERS TO MEET EACH

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FACILITY'S NEEDS. THE COST FOR THIS SERVICE SHALL BE INCLUDED IN THE GUARANTEED MEAL COST.

- 4. SUPPLIER SHALL ENSURE CONSUMERS HAVE ACCESS TO ICE WATER AS AN ADDITIONAL BREAKFAST BEVERAGE. UNLESS PROHIBITED BY DIET PRESCRIPTION.

(H) CONDIMENTS -

- 1. STANDARD CONDIMENTS SHALL BE AVAILABLE FOR SERVICE EACH MORNING: ARTIFICIAL SWEETENER, CATSUP, HONEY, JELLY, MARGARINE, PEPPER, SALT, SUGAR, AND SYRUP ALL INDIVIDUALLY PACKAGED.
- 2. ARTIFICIAL SWEETENER, MARGARINE, PEPPER, SALT, AND SUGAR SHALL BE DISTRIBUTED ROUTINELY, WITHOUT REQUEST, BASED ON THE INDIVIDUAL'S DIET PRESCRIPTION.
- 3. THE REMAINING CONDIMENTS WILL BE AVAILABLE FOR DISTRIBUTION OR BASED ON THE INDIVIDUAL CUSTOMER'S DIET PRESCRIPTION OR REQUEST.

LUNCH AND DINNER: SOUPS, AND CASSEROLES -

(A) MEAT/ENTREE, SOUPS, AND CASSEROLES (3) OUNCES EDIBLE (COOKED)

- 1. MEAT SHALL BE A MINIMUM OF THREE (3) OUNCES EDIBLE (COOKED) PORTION EXCLUDING FILLERS, BREADING, AND FATS.
- 2. PREFORMED OR PRE-BREADED MEATS (ENTREES) MAY BE SERVED NO MORE THAN THREE (3) TIMES PER WEEK UNLESS APPROVED BY A VOTING MAJORITY AT MENU BOARD.
- 3. SOUPS, STEWS, AND CHILI, WHEN SERVED, MUST BE NO LESS THAN AN EIGHT (8) OUNCE PORTION. (THIS STANDARD APPLIES EVEN WHEN THE SOUP IS "MEATLESS.")
- 4. ENTREE CASSEROLES ARE TO INCLUDE THREE (3) OUNCES (EDIBLE PORTION) OF MEAT PER SERVING.
- 5. ENTREE CASSEROLES AND EXTENDED DISHES (ENTREE WITH STARCH PORTION COMBINED WITH PROTEIN AND/OR OTHER INGREDIENTS AT THE POINT OF PRODUCTION) MAY BE SERVED NO MORE THAN THREE (3) TIMES PER WEEK.
- 5. ONE MEATLESS/VEGETARIAN ENTREE MAY BE INCLUDED DURING EACH MENU CYCLE AS APPROVED BY MENU BOARD REPRESENTATIVES.
- 6. WHOLE HEAVY MUSCLE MEAT MUST BE SERVED NO LESS THAN ONCE EACH WEEK.

A. WHOLE MUSCLE MEATS SERVED DURING THE REGULAR MENU CYCLE

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- MUST BE A COOKED, THREE (3) OUNCE EDIBLE PORTION.
 THE PORTION SIZE MUST BE A MINIMUM OF SIX (6) OUNCES (EDIBLE PORTION), EXCLUDING FILLERS, BREADING, AND FAT FOR SCHEDULED MONTHLY SPECIAL MEALS.
- B. WHOLE HEAVY MUSCLE MEAT SELECTIONS MUST BE APPROVED BY REPRESENTATIVES AT MENU BOARD.
 7. ALL MEAT PORTIONS SHALL BE WEIGHED AND SERVICE LINE PERSONNEL TRAINED REGARDING PROPER SERVICE OF MEATS TO COMPLY WITH THE PORTIONS AS DESIGNATED ON TRAY TICKETS OR THE PUBLISHED CONSUMER MENU.
 8. SPECIAL MONTHLY AND MONOTONY BREAKER MEALS SHALL BOTH INCORPORATE GRILLED ENTREES/MEATS.
 9. PEANUT BUTTER AND HOT DOGS MAY NOT BE SERVED TO CONSUMERS OR STAFF.

(B) STARCH -

1. A #8 SCOOP SHALL BE THE STANDARD SERVING SIZE FOR CONSUMERS ON REGULAR DIETS (2500 CALORIES) FOR RICE, PASTA, ETC.
2. PORTION SIZES FOR CONSUMERS ON CALORICALLY MODIFIED DIETS SHALL BE BASED ON THE AMERICAN DIETETIC ASSOCIATION'S EXCHANGE LISTS FOR MEAL PLANNING.
3. HALF OF THE STARCHES PROVIDED MUST BE WHOLE GRAIN, COMPLEX CARBOHYDRATES.

(C) VEGETABLES -

1. TWO (2) DIFFERENT (NON-STARCHY) VEGETABLES SERVINGS ARE TO BE PROVIDED AT EACH MEAL, UNLESS OTHERWISE STATED IN FACILITY SPECIFICATIONS.
2. MIXTURES OF VEGETABLES SUCH AS CALIFORNIA BLENDS, OKRA AND TOMATOES, ETC. ARE NOT CONSIDERED TO BE TWO DIFFERENT VEGETABLES. (IN OTHER WORDS, VEGETABLE SERVINGS MUST BE DIFFERENT.)
3. VEGETABLES MUST BE SERVED WITH SPOODLES OR OTHER UTENSILS THAT ELIMINATE BROTH/POT LIQUOR AND ENSURE EACH CUSTOMER RECEIVES A FOUR (4) OUNCE EDIBLE PORTION.
4. ONE VEGETABLE SERVING MAY BE A VEGETABLE SALAD. ICEBERG LETTUCE SALADS CANNOT BE COUNTED AS A VEGETABLE UNLESS THE PORTION SIZE IS ONE (1) CUP OR OTHER VEGETABLE INGREDIENTS PROVIDE ONE HALF (1/2) CUP OF (OTHER VEGETABLES: CUCUMBERS, ONIONS, TOMATOES,

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ETC.) IN THE SALAD MIXTURE.
5. VEGETABLES MUST BE SEASONALLY APPROPRIATE AND MAY BE SERVED COOKED OR RAW.

(D) SALADS -

1. AT LEAST ONE SALAD MUST BE SERVED EACH DAY (FRUIT OR VEGETABLE)
2. SALADS MUST CONTAIN NO LESS THAN TWO THIRDS (2/3) RAW INGREDIENTS.
3. FROZEN VEGETABLES, OTHER THAN CORN, MAY NOT BE PRIMARY COMPONENT OF SALADS.
4. SEASONALLY APPROPRIATE RAW FRUITS AND VEGETABLES SHALL BE INCLUDED IN EACH MENU CYCLE.
5. EACH PORTION OF GELATIN SALADS MUST CONTAIN ONE THIRD (1/3) CUP FRUIT OR VEGETABLES PER SERVING. SHALL BE MADE AVAILABLE REGULAR AND MODIFIED SALAD DRESSING.
6. WHEN MENU APPROPRIATE, INDIVIDUALLY PACKAGED.
7. SALAD DRESSINGS ARE NOT TO BE SERVED, NOR CALORIC CONTENT INCLUDED, FOR INDIVIDUALS WITH PROHIBITIVE DIET PRESCRIPTIONS.

(E) BREAD -

1. ONE APPROPRIATE BREAD ITEM SHALL BE SERVED AT EACH MEAL, UNLESS APPROVED AT MENU BOARD.
2. AT LEAST ONE HALF (1/2) OF THE BREADS SERVED MUST BE WHOLE GRAINS.
3. BREADS SERVED SHALL BE SERVED IN SINGLE PORTION UNITS. BREADS AND ROLLS SHALL BE PRE-SLICED AT THE MANUFACTURER'S LOCATION SITE. PORTION SIZES THAT MUST BE REDUCED FROM THE TYPICAL PORTION SHALL BE CUT AND NOT TORN FOR CUSTOMER SERVICE.
4. PRESCRIBED OR INDIVIDUAL PREFERENCES FOR ENRICHED WHITE BREAD, ROLLS, BUNS AND SPECIALTY BREADS SHALL BE SERVED AS APPROPRIATE.
5. OTHER SPECIALTY BREADS INCLUDING, BREAD STICKS, PUMPERNICKEL BREAD, RYE BREADS, AND OTHERS AS REQUESTED SHALL BE INCORPORATED IN PROPOSED MENUS.
6. SLICED "LIGHT BREAD" SHALL BE SERVED ONLY UPON THE SPECIAL REQUEST OF THE FACILITY OR AS APPROPRIATE TO THE ENTREE (EXAMPLE: SANDWICHES).

(F) DESSERT -

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1. NO MORE THAN ONE HIGH CALORIE, HIGH SUGAR AND FAT DESSERT SHALL BE SERVED EACH DAY.
 2. SERVING SIZES SHALL BE #8 SCOOP (4 OUNCE/1/2CUP), 1/60 OF A FULL SHEET PAN, FRESH BAKED COOKIE (#30 SCOOP OR 1.5 OUNCE PRE-BALLED DOUGH), OR 1/8 OF A NINE (9) INCH CREAM, FRUIT, OR NUT PIE.
 3. ICE CREAM SHALL BE SERVED A MINIMUM OF ONCE PER WEEK UNLESS OTHERWISE STATED IN INDIVIDUAL FACILITY SPECIFICATIONS.
 4. THE SUPPLIER SHALL INCORPORATE CHEESE CAKE WITH TOPPINGS AS ALLOWED, AND OTHER CUSTOMER REQUESTED, DESSERT OPTIONS.
 5. CAKES MUST HAVE NO LESS THAN ONE FOURTH (1/4) INCH OF ICING UNLESS APPROVED BY THE VOTING MAJORITY AT MENU BOARD.
 6. COOKIES SHALL BE FRESHLY BAKED BY THE SUPPLIER IN-HOUSE.
 7. PIE SHALL BE INCLUDED AS A MEAL COMPONENT OF EACH MONTHLY SPECIAL MEAL AND SHALL INCORPORATE CREAM, FRUIT, AND NUT VARIETIES. (NOTE: WHEN NUT PIES ARE SERVED ANOTHER PIE OPTION MUST BE PLANNED FOR DIETS PRESCRIPTIONS OR FACILITY EXPECTATIONS THAT EXCLUDE NUTS.)
- (G) FRUIT -
1. A MINIMUM OF ONE FRUIT SERVING IS TO BE SERVED AT EACH MEAL FOR A TOTAL OF FOUR (4) SERVINGS OF FRUIT DAILY.
 2. FRUITS MAY BE SERVED IN THE FORM OF 100% FRUIT JUICE, CANNED FRUIT PACKED IN FRUIT JUICES, OR FRESH FRUITS.
 3. FRESH FRUITS, PREFERABLY IN SEASON, WILL BE SERVED A MINIMUM OF THREE (3) TIMES A WEEK AT BOTH THE LUNCH AND SUPPER MEALS.
 4. FRESH FRUITS SHALL VARY BUT MUST INCLUDE, BUT NOT BE LIMITED TO: APPLES, BANANAS, (SEEDLESS) GRAPES, MELONS, ORANGES, PEACHES, PEARS, ETC.
 5. THE CONSISTENCY/FORM OF SERVICE SHALL BE DIET APPROPRIATE. (CHOPPED FRUITS ARE NOT TO BE SERVED TO CONSUMERS ON A REGULAR CONSISTENCY UNLESS THEY ARE A COMPONENT OF A SALAD OR DESSERT.)
 6. THE CONSISTENCY/FORM OF SERVICE SHALL ALSO BE FACILITY AND/OR RECIPE SPECIFIC TO MEET THE UNIQUE NEEDS OF THE CONSUMERS SERVED.
 7. SPOODLES OR OTHER UTENSILS THAT ELIMINATE FLUIDS FROM FRUITS SHALL BE USED TO SERVE FRUITS TO CUSTOMERS. LIQUID IS NOT TO BE INCLUDED IN THE CUSTOMER'S SERVING PORTION.

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- (H) BEVERAGE - MILK, DECAFFEINATED TEA, OR OTHER APPROVED BEVERAGES SHALL BE OPTIONS. SERVICE TO CUSTOMERS SHALL BE APPROPRIATE FOR THE PRESCRIBED DIET.
1. ONLY MILK WILL BE SERVED AT THE SUPPER MEAL UNLESS OTHERWISE DIRECTED BY INDIVIDUAL FACILITY SPECIFICATIONS AND SHALL BE INCLUDED IN THE GUARANTEED MEAL PRICE.
 2. ALL CUSTOMERS SHALL HAVE THE OPPORTUNITY TO SELECT TEA OR FRUIT FLAVORED DRINK (ARTIFICIALLY SWEETENED OR UNSWEETENED WITH SUGAR AND SUGAR SUBSTITUTE AVAILABLE BASED ON FACILITY INSTRUCTIONS) IN ADDITION TO MILK AT THE SUPPER MEAL. THE COST FOR THIS SERVICE SHALL BE INCLUDED IN THE GUARANTEED MEAL PRICE.
 3. SUPPLIER SHALL ENSURE CONSUMERS HAVE ACCESS TO ICE WATER AS AN ADDITIONAL BEVERAGE, UNLESS CONTRAINDICATED BY DIET PRESCRIPTION.
 4. WHEN SERVED, TEA OR FRUIT FLAVORED BEVERAGES SHALL NOT BE LIMITED TO ONE GLASS (TWELVE (12) OUNCE PORTIONS) UNLESS UNDER THE DIRECTION OF THE INDIVIDUAL'S PERSONAL DIET PRESCRIPTION OR FACILITY SPECIFICATIONS.
 5. THE SUPPLIER SHALL PROVIDE A TEA BREWING SYSTEM AND SERVE ARTIFICIALLY SWEETENED, BREWED TEA. (POWDERED INSTANT TEA IS UNACCEPTABLE.)
 6. THE SUPPLIER SHALL MAINTAIN A VARIETY OF AT LEAST FOUR (4) DIFFERENT FLAVORS OF CAFFEINE FREE, CARBONATED SOFT DRINKS IN PLASTIC CONTAINERS IN BOTH REGULAR AND SUGAR FREE (DIET) OPTIONS.
- (I) CONDIMENTS -
1. CONDIMENTS SHALL BE AVAILABLE AT EACH MEAL AS APPROPRIATE TO THE MENU, DIETARY MODIFICATIONS, AND CUSTOMER REQUEST.
 2. MARGARINE, PEPPER, SALT, AND MENU SPECIFIED CONDIMENTS SHALL BE DISTRIBUTED ROUTINELY, WITHOUT REQUEST, BASED ON THE INDIVIDUAL'S DIET PRESCRIPTION.
 3. CONDIMENTS SHALL BE INDIVIDUALLY PACKAGED (SINGLE SERVINGS) OR APPROVAL RECEIVED TO PROVIDE IN ANOTHER FORM.
 4. CONDIMENTS MUST INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:

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ARTIFICIAL SWEETENER, CATSUP, HONEY MUSTARD SAUCE, HOT SAUCE, LEMON JUICE, MARGARINE, MAYONNAISE, MUSTARD, PEPPER, PEPPER SAUCE, PICKLES, SALAD DRESSINGS, SALSA, SOUR CREAM, SUGAR, ETC.

5. HOT SAUCE, LEMON JUICE, PEPPER, PEPPER SAUCE, AND SALT SHALL BE AVAILABLE AT ALL TIMES AND PROVIDED UPON CUSTOMER REQUEST AS ALLOWED BY THE RESTRICTIONS MANDATED BY THE INDIVIDUAL'S CURRENT DIET ORDER.
 6. THE SUPPLIER SHALL BE RESPONSIBLE FOR ENSURING SERVICE LINE EMPLOYEES' COMPETENCY REGARDING CONDIMENTS AND DIETARY MODIFICATIONS ARE ESTABLISHED. THE SUPPLIER SHALL MAINTAIN EVIDENCE OF INDIVIDUAL COMPETENCY BEFORE ASSIGNMENT TO A CONSUMER SERVICE AREA.
- BETWEEN MEAL SNACKS/MEDICALLY PRESCRIBED SNACKS -
- (A) SUPPLIER SHALL BE REQUIRED TO DELIVER THE REQUIRED SNACKS, IN THE CORRECT NUMBERS, TO THE CORRECT LOCATION(S) AS REQUESTED TO MEET THE FACILITY'S SPECIFIC NEEDS
 - (B) SNACKS DELIVERED BY SUPPLIER TO SPECIFIC CONSUMERS TO MEET INCREASED CALORIC OR NUTRITIONAL NEEDS, SNACKS USED FOR REWARDS, OR RECREATIONAL PURPOSES SHALL NOT BE PART OF THE GUARANTEED MEAL PRICE AND SHALL BE BILLED SEPARATELY TO THE FACILITY.
 - (C) EACH SNACK SHALL BE LABELED. THE LABEL SHALL DESIGNATE:
 1. CONSUMER NAME,
 2. LOCATION,
 3. SCHEDULED TIME FOR SERVICE (MORNING, AFTERNOON, BEDTIME, ETC. SNACK), FOR EACH ITEM PRESCRIBED/REQUESTED
 - (D) SNACKS MAY NOT BE PREPARED MORE THAN TWENTY-FOUR (24) HOURS PRIOR TO THE SCHEDULED SERVICE TIME.
 - (E) SUPPLIER SHALL DELIVER SNACKS TO THE FACILITY'S DESIGNATED AREAS.
 - (F) THE SUPPLIER IS EXPECTED TO DEVELOP AND IMPLEMENT A PROCESS TO MONITOR THE ACCURACY, COMPLETENESS, AND QUALITY OF THE SNACK DELIVERY SYSTEM TO INCLUDE:
 1. THE POINT OF PREPARATION, AND IF DIFFERENT,
 2. THE POINT OF RECEIPT BUT PRIOR TO SERVICE TO THE CUSTOMER; AND
 3. A MINIMUM OF FIFTEEN (15) PERCENT OF PREPARED SNACKS SHALL BE MONITORED;

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- (G) THE SUPPLIER SHALL MAKE NO SUBSTITUTIONS FOR PHYSICIAN PRESCRIBED SNACKS.
- (H) THE SUPPLIER MUST MAINTAIN A CONTINUOUS LOG OF ALL SNACKS NOT PROVIDED. THE LOG SHALL BE FACILITY SPECIFIC AND INCLUDE:
1. DATE,
 2. SNACK PERIOD, AND
 3. NUMBER OF CUSTOMERS AFFECTED
- (I) FACILITY IDENTIFIED SNACK PROBLEMS MAY REQUIRE SPECIAL MONITORING TO PROVIDE EVIDENCE THE PROBLEM(S) HAS BEEN CORRECTED.
- BEDTIME SNACKS -**
- (A) ALL CUSTOMERS SHALL RECEIVE MILK AS A COMPONENT OF THE BEDTIME SNACK (INCLUDED IN THE GUARANTEED MEAL PRICE).
- (B) THE BEDTIME SNACK SHALL ALSO INCLUDE THE FOURTH CONSISTENCY APPROPRIATE FRUIT SERVING, OR A NUTRITIONALLY APPROPRIATE SUBSTITUTE AS DIRECTED BY THE FACILITY, AND INCLUDED IN THE GUARANTEED MEAL PRICE.
- (C) THERE SHALL BE NO ADDITIONAL CHARGE FOR BEDTIME SNACKS. COSTS SHALL BE INCLUDED IN THE GUARANTEED MEAL PRICE.
- CAFFEINE -**
- ONLY DECAFFEINATED COFFEE, TEA, SOFT DRINKS, AND OTHER BEVERAGES MAY BE SERVED UNLESS OTHERWISE SPECIFIED BY DIET PRESCRIPTION.
- STANDARDIZED RECIPES -**
- (A) SUPPLIER SHALL FOLLOW STANDARDIZED RECIPES WHICH SHALL BE USED THROUGHOUT THE FOOD SERVICE OPERATION.
- (B) RECIPES FOR PUREED FOODS SHALL BE USED TO ENSURE APPROPRIATE NUTRITIONAL CONTENT AND CONSISTENT FOOD QUALITY.
- (C) RECIPES SHALL BE AVAILABLE AS REQUESTED BY THE DMH, FACILITY, OR REGULATORY AGENCIES.
- (D) SUPPLIER SHALL DEVELOP NEW MENUS TO MEET THE NEEDS OF THE INDIVIDUAL'S SERVED AS REQUESTED AT MENU BOARD.
- CLIENT PREFERENCES -**
- (A) FOOD PREFERENCES SHALL BE REPORTED TO THE SUPPLIER BY FACILITY REPRESENTATIVES.

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- (B) THE SUPPLIER SHALL GIVE ATTENTION AT ALL TIMES TO CUSTOMER'S CULTURAL, PROGRAMMATIC, RELIGIOUS, PSYCHOLOGICAL, ETHNIC FOOD PREFERENCES, AS WELL AS THEIR UNIQUE NUTRITIONAL NEEDS.
- (C) SUPPLIER MUST ENSURE A SUBSTITUTE OF EQUAL NUTRITIONAL VALUE IS PROVIDED AT THE POINT OF SERVICE WHEN FOOD PREFERENCES (AS REPORTED) MANDATE EXCLUSION OF A PUBLISHED MEAL COMPONENT.
- (D) THE SUPPLIER MUST OBTAIN PRIOR PERMISSION TO BILL AT A HIGHER COST THAN THE GUARANTEED MEAL COST TO COMPLY WITH CUSTOMER PREFERENCES.
- (E) FOOD PRODUCTS/MENU ITEMS SHALL BE POPULAR WITH THE CONSUMERS, FAMILIAR TO THEM, COMMON TO THIS GEOGRAPHICAL AREA, BUT MAY BE USED TO INTRODUCE NEW FOODS THE CUSTOMER MAY ENCOUNTER IN AN OUTSIDE SETTING.
- (F) IN ADDITION, FOOD SERVED TO CUSTOMERS MAY BE SUBJECT TO A TASTE TEST BY MENU BOARD REPRESENTATIVES AND/OR A PANEL ORGANIZED BY THE SUPPLIER WHICH WILL INCLUDE ADMINISTRATORS, CONSUMERS, NURSES, OTHER HEALTH PROFESSIONALS, AND MENTAL HEALTH WORKERS.

CUSTOMER SATISFACTION SURVEYS --

- (A) THE SUPPLIER SHALL CONDUCT SURVEYS OR MEETINGS WITH CLIENTS A MINIMUM OF FOUR (4) TIMES PER YEAR (ONE EACH MENU CYCLE) TO ASSESS ELEMENTS OF CONSUMER SATISFACTION THAT INCLUDE:
 1. HUMANE AND RESPECTFUL MEAL SERVICE
 2. MENU VARIETY
 3. TASTE/FLAVOR/PALATABILITY OF MEAL COMPONENTS
 4. TRAY/PLATE AND FOOD APPEARANCE
 5. FOOD AND BEVERAGE TEMPERATURES
 SUPPLIER SHALL OBTAIN DATA FROM NO LESS THAN FIFTEEN (15) PERCENT OF THE CUSTOMER BASE AT EACH SERVICE LOCATION, AS SPECIFIED BY EACH FACILITY.
- (B) THE FACILITY MAY REQUEST ADDITIONAL AREAS OF CUSTOMER SATISFACTION BE EVALUATED BASED UPON REPORTED ISSUES/CONCERNS.
- (C) COMPLIANCE OUTCOMES MUST BE FACILITY AND ELEMENT SPECIFIC AND SHALL BE REPORTED TO THE FACILITY WITHIN TEN (10) DAYS FOLLOWING DATA COLLECTION.

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- (D) THE SUPPLIER SHALL DEVELOP A PLAN OF CORRECTIVE ACTION FOR ANY ELEMENT WITH A COMPLIANCE OUTCOME OF NINETY (90) PERCENT OR LESS. MENU AND RECIPE MODIFICATION MAY BE REQUIRED TO IMPROVE CUSTOMER SATISFACTION AS EXPRESSED THROUGH SURVEYS.

FOOD REQUIREMENTS -

- (A) THE SUPPLIER SHALL SUBMIT A LISTING OF ALL FOOD PROCUREMENT COMPANIES THAT ALSO INCLUDE LOCAL SOURCES TO ENSURE THE UNIQUE NEEDS OF EACH FACILITY AND THE CUSTOMERS THEY SERVE CAN BE MET.
- (B) ALL FOOD AND FOOD INGREDIENTS WILL BE WHOLESOME (SOUND CONDITION, FREE FROM SPOILAGE, FILTH, OR OTHER CONTAMINATION AND SAFE FOR HUMAN CONSUMPTION) AND OF GOOD QUALITY (I.E. ACCEPTABLE IN APPEARANCE, TEXTURE, AND FLAVOR).
- (C) FOOD SHALL BE OBTAINED FROM SOURCES THAT COMPLY WITH ALL LAWS AND REGULATIONS RELATING TO FOOD PROCESSING, PROCUREMENT, LABELING, TRANSPORT AND OTHER APPLICABLE STANDARDS.
- (D) THE USE OF HERMETICALLY SEALED CONTAINERS THAT WERE NOT PREPARED IN A FOOD PROCESSING ESTABLISHMENT IS PROHIBITED.
- (E) DATED PRODUCTS MUST NOT BE USED BEYOND THE PULL DATE ON FRESH MEATS AND MILK OR BEYOND THE QUALITY ASSURANCE DATE ON OTHER FOOD ITEMS.
- (F) RECYCLED, IMPERFECT, OR DISTRESSED ITEMS MAY NOT BE USED AT ANY TIME.

MINIMUM STANDARDS -

- THE FOLLOWING MINIMUM STANDARDS SHALL BE MET:
- (A) GROUND BEEF IS TO BE USDA INSPECTED GOOD OR BETTER. BEEF IS TO BE NO MORE THAN 20% FAT. IT MAY CONTAIN UP TO 2.5% UN-CONSTITUTED TVP OR AN EQUIVALENT RECONSTITUTED TVP, AND NO ORGAN MEATS OR EXTENDERS.
- (B) TURKEY SERVED SHALL BE OVEN READY, RAW, BONELESS TURKEY BREAST MEAT WITHOUT WATER OR FILLERS.
- (C) POWDERED EGGS ARE NOT ACCEPTABLE. BOILED EGGS MUST BE GRADE A, LARGE OR BIGGER.
- (D) POWDERED MILK SHALL NOT BE USED AS A BEVERAGE.
- (E) PURCHASE OF ALL BAKERY PRODUCTS IS NOT ACCEPTABLE. "HOME BAKED" BREADS AND DESSERTS WILL BE PREPARED AND SERVED DAILY.

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- (F) BEEF AND VEAL ARE TO BE USDA GOOD OR BETTER.
 (G) PORK AND LAMB ARE TO BE USDA #1.
 (H) POULTRY IS TO BE USDA GRADE A.
1. THE FORM OF CHICKEN SERVED MUST BE RECIPE DRIVEN AND NOT CHANGED WITHOUT PRIOR NOTICE TO FACILITIES AND DMH PURCHASING DEPARTMENT.
 2. A MIXTURE OF 50% WHITE MEAT QUARTERS OR PIECES AND 50% DARK MEAT QUARTERS OR PIECES MUST BE PROVIDED (AT EACH SERVICE LOCATION) EACH TIME "BONE IN" CHICKEN IS SERVED.
- (I) EGGS AND DAIRY PRODUCTS ARE TO BE USDA GRADE A.
 (J) BOLOGNA SHALL BE BEEF AND PORK, PREDOMINATELY BEEF, NATURAL IN COLOR WITH ARTIFICIAL CASING. LOW FAT BOLOGNA SHALL ALSO BE AVAILABLE UPON FACILITY REQUEST.
 (K) FROZEN FOODS SHALL BE USDA GRADE A.
 (L) FRESH PRODUCE, PURCHASED FROM LOCAL VENDORS WHEN POSSIBLE, SHALL BE #1 QUALITY.
 (M) CANNED GOODS SHALL BE GRADE A FANCY EXCEPT FOR USE IN COBBLERS AND PIES.
 (N) ALL SANDWICH MEAT MUST BE APPROPRIATE FOR THE CONSISTENCY OF THE PRESCRIBED DIET AND MUST BE TENDER, EASILY CHEWED AND PLEASING TO THE CONSUMER.
 (O) NO PRODUCTS CONTAINING GRAPEFRUIT OR GRAPEFRUIT JUICE MAY BE SERVED TO CONSUMERS.
- FOOD PRODUCTION -
 HOT FOODS SHALL BE PREPARED AND READY TO SERVE NO MORE THAN ONE (1) HOUR PRIOR TO INITIATION OF DISTRIBUTION.
- FOOD DISTRIBUTION -
 (A) SUPPLIER SHALL PROVIDE FOOD ON EACH DAY OF EACH WEEK, AND AT SPECIFIED LOCATIONS AND DURING SUCH HOURS OF EACH DAY AS DEFINED BY THE FACILITY. THE SUPPLIER IS EXPECTED TO HAVE ADEQUATE STAFF, EQUIPMENT, AND TRANSPORT VEHICLES TO MEET THIS EXPECTATION.
 (B) THE SUPPLIER WILL WORK COOPERATIVELY WITH THE FACILITY TO DETERMINE THE MOST APPROPRIATE MEAL DELIVERY SYSTEM.
 1. THE SYSTEM MAY NEED TO VARY FROM ONE DAY OR ONE MEAL TO ANOTHER TO MEET THE UNIQUE NEEDS OF THE POPULATION IT SERVES.

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2. THE SUPPLIER MAY NOT MODIFY OR CHANGE THE SYSTEM WITHOUT THE APPROVAL OF THE FACILITY.
- (C) MEALS, BEVERAGES, SNACKS AND SUPPLIES SHALL BE DELIVERED AND SERVED AS REQUIRED BY THE FACILITY.
 - (D) ONE OR MORE DELIVERIES PER MEAL LOCATION MAY BE NECESSARY TO MEET THE NEEDS OF THE CONSUMERS. THE SUPPLIER IS REQUIRED TO MEET THE NEEDS OF EACH INDIVIDUAL FACILITY AND COMPLY WITH FOOD TEMPERATURE REQUIREMENTS AND OTHER EXPECTATIONS.
 - (E) EACH DMH CONSUMER SHALL BE OFFERED A FULL COMPLIMENT OF FLATWARE, APPROPRIATE FOR THE DIET, AT EACH MEAL. THE TYPE OF FLATWARE WILL BE FACILITY SPECIFIC.
 - (F) TRAY SERVICE TO THE INDIVIDUAL CONSUMER WILL BE UNDER THE SUPERVISION OF THE FACILITY'S DESIGNATED AGENT.
 - (G) THE FACILITY RESERVES THE RIGHT TO MONITOR FOOD PREPARATION, TRAY LINE OPERATION, AND FOOD DELIVERY SYSTEMS.
 - (H) SANITARY CONDITIONS OF DELIVERY VEHICLES, EQUIPMENT, PRODUCTION, AND SERVICE AREAS WILL ALSO BE EVALUATED BY FACILITY REPRESENTATIVES.
 - (I) THE SUPPLIER WILL BE EXPECTED TO ADDRESS, IN WRITING, ACTIONS TO BE TAKEN FOR FACILITY IDENTIFIED AREAS OF CONCERN, TO INCLUDE, SANITATION, FOOD DISTRIBUTION, AND OTHERS AS REPORTED BY THE FACILITY AND/OR CONSUMERS.
 - (J) FOOD DISTRIBUTION REQUIREMENTS WILL VARY FROM FACILITY TO FACILITY.

MEAL SCHEDULES -

- (A) THE SUPPLIER SHALL SUPPORT FLEXIBLE MEAL SCHEDULES UPON TWENTY-FOUR (24) HOURS PRIOR NOTICE FROM THE FACILITY FOR HOLIDAYS, WEEKENDS, AREAS ELECTING FAMILY STYLE DINING, OR AS REQUESTED BY THE FACILITY.
- (B) SUPPLIER SHALL ALSO PROVIDE ALTERNATE MEAL SCHEDULES AND MEALS FOR CONSUMERS TO MEET THE NEEDS OF THAT INDIVIDUAL WHEN THEY CANNOT PARTICIPATE IN REGULAR DINING TIMES OR TO MEET FACILITY EXPECTATIONS.
- (C) MEAL SCHEDULES ARE FACILITY SPECIFIC AND MAY VARY FROM DAY TO DAY OR MEAL TO MEAL BASED ON THE CONSUMERS' NEEDS. THE SUPPLIER WILL BE EXPECTED TO ADHERE TO THE UNIQUE NEEDS OF EACH FACILITY.

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- (D) ALTERNATE MEALS MUST BE AVAILABLE AT ANY POINT FROM 7:00 A.M. UNTIL 8:00 P.M. DAILY TO ENSURE CONSUMERS HAVE A MEAL OR MEAL REPLACEMENT (EXCLUDING LIQUID NUTRITIONAL SUPPLEMENTS) WHEN FOOD IS NO LONGER AVAILABLE AT SERVICE LOCATIONS.
- (E) ALL SERVICE GROUPS: COTTAGE, FLOOR, UNIT, ETC. WILL BE NOTIFIED OF ANY MEAL DELAY OF FIVE (5) MINUTES OR LONGER. AN ESTIMATED DELAY PERIOD SHALL ALSO BE PROVIDED AT THE TIME THE DELAY IS REPORTED.
- (F) THE SUPPLIER WILL BE EXPECTED TO HAVE ADEQUATE STAFF AND TRANSPORT VEHICLES TO MEET THE FACILITY DETERMINED MEAL SERVICE SCHEDULE.

MEAL CANCELLATION -

- (A) A FACILITY MAY CANCEL THREE (3) PERCENT OF ITS MEALS AT A SPECIFIC SERVICE PERIOD WITH TWENTY-FOUR (24) HOUR NOTIFICATION TO AVOID BEING BILLED FOR CANCELLED MEALS.
- (B) CANCELLATION OF FOUR (4) PERCENT OR MORE MEALS WILL REQUIRE FORTY-EIGHT (48) HOUR NOTICE OR THE SUPPLIER MAY BILL FOR MEALS CANCELLED.

FOOD TEMPERATURES -

- (A) ALL PRODUCTION AND SERVICE LINE PERSONNEL SHALL RECEIVE ANNUAL TRAINING REGARDING:
1. THERMOMETER CALIBRATION,
 2. THERMOMETER CLEANING AND STORAGE, AND
 3. PROCEDURES FOR OBTAINING AND DOCUMENTING TEMPERATURES OF MEAL COMPONENTS.
- (B) FOLLOWING TRAINING, A COMPETENCY EVALUATION WILL BE REQUIRED TO ASSESS THE INDIVIDUAL EMPLOYEE'S LEVEL OF PERFORMANCE. DOCUMENTATION OF THIS TRAINING SHALL BE INCLUDED IN EACH EMPLOYEE'S PERSONAL FILE. A COPY OF ALL TRAINING RECORDS SHALL BE PROVIDED TO THE FACILITY.
- (C) PRODUCTION TEMPERATURES:
1. TEMPERATURES OF ALL HOT FOODS MUST BE AT LEAST 140 DEGREES F BUT NO GREATER THAN 180 DEGREES F PRIOR TO DISTRIBUTION TO POINTS OF SERVICE.
 2. BULK FOOD MUST BE A MINIMUM OF 140 DEGREES F BUT NO GREATER THAN 180 DEGREES F AT THE POINT OF PLATING FOR CUSTOMERS.

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- 3. HOT MEAL COMPONENTS SERVED TO CUSTOMERS ON INDIVIDUAL INSULATED TRAYS MUST BE A MINIMUM OF 110 DEGREES F AT THE POINT OF SERVICE.
 - 4. COLD FOODS MUST BE 41 DEGREES F OR LESS AT THE POINT OF SERVICE OR AS REQUIRED BY REGULATORY AGENCIES FOR TEMPERATURE SENSITIVE FOODS.
 - (D) TEMPERATURES ARE TO BE TAKEN AND IMMEDIATELY DOCUMENTED BY THE SUPPLIER'S PERSONNEL:
 - 1. UPON DELIVERY AT EACH SERVICE LOCATION AT EACH MEAL,
 - 2. PRIOR TO INITIATION OF SERVICE, AND
 - 3. AT THE MID POINT OF THE SERVICE PERIOD.
 - (E) A RECORD OF TEMPERATURES FOR ALL PRODUCTION AND SERVICE SITES FOR ALL HOT AND COLD FOOD AT EACH MEAL WILL BE COLLECTED BY THE SUPPLIER'S PERSONNEL AND MAINTAINED FOR NO LESS THAN ONE YEAR.
 - (F) TEMPERATURES SHALL MEET ALL APPLICABLE GOVERNMENTAL REGULATIONS.
 - (G) HOT FOOD TEMPERATURES FOR FAMILY AND CAFETERIA STYLE DINING MUST BE NO LESS THAN 140 DEGREES F BUT NO GREATER THAN 180 DEGREES F.
 - (H) IN THE EVENT FOOD IS DELIVERED OUTSIDE THE SPECIFIED TEMPERATURE STANDARDS, AND CANNOT BE BROUGHT INTO COMPLIANCE, THE SUPPLIER SHALL BEAR THE COST OF ALL REPLACEMENTS.
 - (I) THERE SHALL BE NO MORE THAN A THIRTY (30) MINUTE PERIOD, OR AS RECOMMENDED BY THE MANUFACTURER IF LESS THAN THIRTY (30) MINUTES, FROM THE POINT OF PLATING TO THE POINT OF SERVICE (TO THE CUSTOMER) FOR MEALS SERVED ON INSULATED OR DISPOSABLE TRAYS.
 - (J) MEAL COMPONENTS CANNOT BE PLATED PRIOR TO THE ARRIVAL OF CUSTOMERS; UNLESS SPECIFIED IN FACILITY SPECIFIC EXPECTATIONS.
- TEMPERATURE COMPLIANCE -
- (A) IN THE EVENT FOOD IS DELIVERED OUTSIDE OF SPECIFIC TEMPERATURE STANDARDS, SHORTAGES OCCUR, OR FOOD CONTAMINATION OR SPOILAGE PROBLEMS OCCUR, THE SUPPLIER SHALL PROCURE REPLACEMENT FOOD ITEMS.
 - (B) THE SUPPLIER SHALL BEAR THE COST OF ALL REPLACEMENTS FOR TEMPERATURE INFRACTIONS, SHORTAGES, OR FOOD STORAGE. THEY SHALL ALSO BEAR THE COST OF FOOD CONTAMINATION UNLESS THE CONTAMINATION IS THE DIRECT RESULT OF CONSUMER OR FACILITY REPRESENTATIVES' ACTIONS.
 - (C) IF THE SUPPLIER FAILS TO SUPPLY MEALS OR MEAL PORTIONS AS

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- SPECIFIED AND THE FACILITY IS FORCED TO PURCHASE MEALS OR MEAL PORTIONS FROM AN OUTSIDE SOURCE, ALL ASSOCIATED COSTS SHALL BE CREDITED TO THE FACILITY ON THE NEXT MONTHLY FOOD SERVICE INVOICE.
- (D) RESULTS FROM CUSTOMER SATISFACTION SURVEYS, MENU BOARD RECOMMENDATIONS, AND RESULTS FROM THE SUPPLIER'S PERFORMANCE IMPROVEMENT/QUALITY CONTROL MONITORING WILL SERVE AS TRIGGERS FOR RECIPE DEVELOPMENT OR MODIFICATION.
- (E) MEALS MAY BE SUBJECT TO ANALYSIS BY AN INDEPENDENT AGENCY IN THE EVENT OF QUESTIONS REGARDING FOOD QUALITY, SAFETY, AND NUTRITIONAL CONTENT.
- (F) THE SUPPLIER IS EXPECTED TO COLLECT AND MAINTAIN TEMPERATURE RECORDS FOR NO LESS THAN A ONE (1) YEAR PERIOD.
1. INFORMATION OBTAINED THROUGH DATA COLLECTION SHALL BE INTEGRATED INTO A QUALITY CONTROL MONITORING PROGRAM.
 2. IN ADDITION TO TEMPERATURES, THE SUPPLIER SHALL COLLECT DATA REGARDING MEAL TIMELINESS, FOOD QUALITY CONCERNS, FOOD SHORTAGES, MENU SUBSTITUTIONS, AND OTHER ELEMENTS OF PERFORMANCE AS REQUESTED BY THE DMH OR FACILITY.

FOOD QUALITY -

- (A) THE SUPPLIER SHALL PROVIDE THE FACILITY WITH DAILY MEAL VOUCHERS FOR REPRESENTATIVES TO EVALUATE ELEMENTS OF PERFORMANCE THAT INCLUDE TASTE, TEMPERATURE, AND QUALITY OF FOODS SERVED TO ITS CONSUMERS.
- (B) THE FACILITY MAY REFUSE PAYMENT FOR MEALS AND/OR MEAL PORTIONS THAT FAIL TO COMPLY WITH THE STANDARDS STATED HEREIN.
- (C) THE SUPPLIER SHALL AGREE TO PARTICIPATE IN QUARTERLY (OR AS REQUESTED) CONSUMER FORUMS TO DISCUSS FOOD SERVICE RELATED ISSUES AND CONCERNS AS REQUESTED BY THE FACILITY.
- (D) FACILITY REPRESENTATIVES MAY REQUEST A SPECIFIC RECIPE BE ELIMINATED FROM SERVICE TO CONSUMERS AT MENU BOARD. REMOVAL WILL REQUIRE A MAJORITY VOTE OF THE DMH'S MENU BOARD REPRESENTATIVES.
- (E) MEALS MAY BE SUBJECT TO ANALYSIS BY AN INDEPENDENT AGENCY IN THE EVENT OF QUESTIONS REGARDING FOOD QUALITY, SAFETY, AND/OR NUTRITIONAL CONTENT.
- (F) FACILITIES SHALL REPORT THE SUPPLIER'S FAILURE TO SUPPLY MEALS IN ACCORDANCE WITH WRITTEN SPECIFICATIONS OF PERFORMANCE AND/OR

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GOVERNMENTAL REGULATIONS TO THE SUPPLIER THROUGH THE COMPLAINT AND RESOLUTION PROCESS.

MEAL SERVICE REPORTS -

(A) THE SUPPLIER WILL BE EXPECTED TO UTILIZE THE DMH TOOL/FORM FOR DOCUMENTATION OBTAINED VIA MEAL SERVICE MONITORING. DATA COLLECTED SHALL INCLUDE:

1. NAME OF INDIVIDUAL COMPLETING THE REPORT;
 2. SERVICE LOCATION;
 3. DATE;
 4. MEAL;
 5. TIME THE FOLLOWING EVENTS OCCURRED:
 - A. BULK FOOD AND/OR DIET TRAYS ARRIVED.
 - B. SERVING LINE IS SET UP AND READY FOR SERVICE.
 - C. CUSTOMERS REQUESTED TO REPORT FOR MEAL SERVICE.
 - D. CUSTOMERS' ARRIVAL TIME.
 - E. TRAY SERVICE (FOR EACH SEATING) IS COMPLETED, AND
 - F. TIME CUSTOMERS DEPART FROM THE DINING AREA;
 6. MENU ITEMS WITH CORRESPONDING TEMPERATURES FOR
 - A. TIME OF RECEIPT FROM THE PRODUCTION SITE,
 - B. PRIOR TO THE INITIATION OF MEAL SERVICE,
 - C. MID-SERVICE TIME, AND
 - D. COMPLETION OF MEAL SERVICE, IF ANY FOOD REMAINS;
 7. FOOD SHORTAGES WITH
 - A. NUMBER OF CUSTOMERS AFFECTED AND
 - B. SUBSTITUTION, IF NOT A SCHEDULED MEAL COMPONENT TO INCLUDE:
 - TIME ADDITIONAL FOOD ITEMS REQUESTED AND
 - TIME ADDITIONAL FOOD ITEMS ARRIVED;
 8. ALL IDENTIFIED MISSING TRAY TICKETS OR TRAY ERRORS;
 9. EQUIPMENT PROBLEMS;
 10. EVALUATION OF SANITATION STATUS UPON ARRIVAL AND AT TIME OF DEPARTURE;
 11. ANY PATIENT OR STAFF ISSUES OR CONCERNS; AND
 12. ALL OTHER PERTINENT INFORMATION AFFECTING MEAL SERVICE.
- (B) ALL REQUIRED INFORMATION IS TO BE DOCUMENTED AT THE TIME OF COLLECTION AND NOT DOCUMENTED AFTER THE MEAL SERVICE PERIOD.
- (C) MEAL SERVICE REPORTS SHALL BE COMPLETED BY SUPPLIER'S SERVICE LINE

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- PERSONNEL FOR EACH MEAL SERVED.
- (D) A SENIOR MEMBER OF THE SUPPLIER'S MANAGEMENT TEAM SHALL MONITOR THE ENTIRE DINING PERIOD FOR EACH SERVICE AREA NO LESS THAN MONTHLY, UNLESS OTHERWISE DIRECTED BY THE FACILITY.
- (E) FAILURE TO DOCUMENT DATA AT THE TIME OF COLLECTION SHALL BE DEEMED FALSIFICATION OF RECORDS AND MAY RESULT IN IMPOSITION OF MONETARY FINES.
- (F) DATA COLLECTED SHALL BE COMBINED TO FORM A REPORT OF FINDINGS FOR EACH ELEMENT OF PERFORMANCE MONITORED AND SUBMITTED TO THE FACILITY QUARTERLY.
- HOLIDAY AND SPECIAL EVENTS - MONTHLY SPECIAL MEALS -
- (A) HOLIDAY AND SPECIAL EVENTS WILL BE COORDINATED AND SCHEDULED THROUGH MENU BOARD.
- (B) THE MENU FOR MONTHLY SPECIAL EVENTS SHALL INCLUDE:
1. PROPERLY COOKED AND WEIGHED SIX (6) OUNCE EDIBLE PORTION OF WHOLE, HEAVY MUSCLE MEAT (PORT CHOPS, RIB STEAK, PORK STEAK, ETC.) EXCLUDING FILLERS, FAT, AND BREADING.
 2. 1/8TH CREAM, FRUIT, AND NUT PIE OPTIONS (MORE THAN ONE VARIETY), MAY BE REQUIRED TO COMPLY WITH MODIFICATIONS OF CONSISTENCY), AND
 3. OTHER MEAL COMPONENTS THAT MAY OR MAY NOT BE ROUTINELY PROVIDED THROUGH THE SEASONAL CYCLE MEALS.
- (C) MEATS MUST INCORPORATE GRILLED MEAT OPTIONS.
- (D) MEAL PATTERNS FOR MODIFIED DIETS (EXCLUDING CONSISTENCIES) WILL BE LIBERALIZED FOR THIS MONTHLY MEAL.
- (E) ALL CONSUMERS SHALL RECEIVE DESSERT, EXCEPT WHEN OTHERWISE DIRECTED BY THE FACILITY.
- (F) THE SUPPLIER SHALL PROMOTE THESE SPECIAL MEALS THROUGH POSTED MENUS, COSTUMES, DECORATIONS, ETC.
- FACILITY SPECIFIC EVENTS -
- (A) THESE EVENTS SHALL BE PLANNED BY THE FACILITY.
- (B) ALL OR PART OF THE FACILITY'S CONSUMERS MAY HAVE OTHER SPECIAL EVENTS SCHEDULED SUCH AS BIRTHDAY PARTIES, PATRONS' DAY, ETC.
- (C) THE FACILITY MAY REQUEST THE SUPPLIER PROVIDE CAKES, COOKIES, CHIPS, COLAS, ETC. AS APPROPRIATE FOR THE OCCASION.

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- (D) THE COST OF THESE SPECIAL EVENTS SHALL BE ITEMIZED ON THE MONTHLY INVOICE AND SHALL BE A PART OF THE GUARANTEED MEAL PRICE UNLESS THE SUPPLIER OBTAINS PRIOR PERMISSION TO BILL AT A HIGHER PRICE.
- (E) WHEN SPECIAL EVENTS OCCUR DURING MEAL TIMES, THE SUPPLIER IS TO PROVIDE MEALS FOR THE EVENT, AS WELL AS STAFF TO SERVE.
- (F) THE SUPPLIER SHALL PROVIDE EACH FACILITY WITH A PRICE LIST FOR SPECIAL EVENT ITEMS.
- (G) THE SUPPLIER MUST ENSURE ALL PERISHABLE FOOD ITEMS TO BE SERVED AT SPECIAL EVENTS ARE PROPERLY TRANSPORTED AND STORED AT THE FACILITY IF THEIR STAFF IS NOT INCLUDED IN THE SERVICE OF FOOD AT THE EVENT.

CHARGES FOR SPECIAL EVENT FOODS, BETWEEN MEAL SNACKS, AND OTHER FUNCTIONS -

- (A) SUPPLIER MUST PROVIDE DMH PURCHASING DEPARTMENT AND EACH FACILITY WITH A PRICE LIST FOR ITEMS FOR SERVICE AT SPECIAL EVENTS, BETWEEN MEAL SNACKS, CUSTOMER REWARDS, OR RECREATIONAL PURPOSES.
- (B) THE PRICE LISTING SHALL BE BASED ON THE FORMULA: COST PLUS THE BID SPECIFIED PREPARATION/HANDLING FEE.
- (C) THE PRICE LIST SHALL BE UPDATED AS REQUIRED BUT SHALL NOT BE CHANGED WITHOUT PRIOR WRITTEN NOTICE TO THE DMH PURCHASING DEPARTMENT WITH AN EFFECTIVE DATE OF CHANGE.
- (D) THE COSTS FOR TRANSPORTATION EQUIPMENT, PACKAGING, SERVICE-WARE, LABELS, ETC. SHALL NOT BE BILLED SEPARATELY BUT INCORPORATED IN THE GUARANTEED MEAL PRICE, UNLESS THE SUPPLIER OBTAINS APPROVAL FOR ADDITIONAL CHARGES.

PROGRAMMATIC OR RECREATIONAL MEALS -

- (A) SUPPLIER WILL SUPPLY MEALS FOR SCHEDULED PROGRAMMATIC OR RECREATIONAL ACTIVITIES.
- (B) SUPPLIER SHALL SUBMIT SEVERAL MENU OPTIONS FOR PROGRAMMATIC OR RECREATIONAL ACTIVITIES FOR CONSUMERS FOR APPROVAL AT MENU BOARD.
- (C) THESE MEALS WILL REPLACE A MEAL NOTED ON THE SEASONAL CYCLE MENU AND SHALL INCLUDE PICTNICS, SIMPLE COOKOUTS, AND SACK LUNCHESES.
- (D) SACK LUNCHESES ARE TO HAVE AT LEAST ONE SANDWICH WITH THREE (3) OUNCES LEAN MEAT AND/OR CHEESE, FRUIT, CHIPS, TWO (2) COOKIES,

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DRINK, AND CONDIMENTS AS APPROPRIATE TO THE MENU AND PRESCRIBED DIET. SACK LUNCHES SHALL ALSO INCLUDE PAPER SUPPLIES: CUP, NAPKIN, AND SERVICE WARE REQUIRED. ADDITIONALLY, APPROPRIATE EQUIVALENTS MUST BE PROVIDED FOR MODIFIED DIETS.

(E) THE COST OF THESE MEALS IS TO BE INCLUDED IN THE GUARANTEED MEAL PRICE IF THEY REPLACE A MEAL.

(F) MEALS CAN BE PROVIDED WITH FIVE (5) DAYS WRITTEN NOTICE.

(G) THE SUPPLIER MUST ENSURE ALL PERISHABLE FOOD ITEMS TO BE SERVED AT SPECIAL EVENTS ARE PROPERLY TRANSPORTED AND STORED AT THE FACILITY, OR OTHER APPROVED SERVICE LOCATION, IF THEY ARE NOT INCLUDED IN THE SERVICE OF FOOD AT THE EVENT.

PERFORMANCE MONITORING -

(A) THE SUPPLIER IS EXPECTED TO DEVELOP PERFORMANCE MEASUREMENT PLANS TO ASSESS COMPLIANCE OUTCOMES FOR, AT LEAST, THE FOLLOWING ASPECTS OF CARE/SERVICE:

1. TIMELINESS OF:

A. IMPLEMENTATION OF DIET AND NOURISHMENT ORDERS AND

B. MEAL SERVICE;

2. ACCURATENESS OF:

A. DIET ORDERS,

B. NOURISHMENT, ORDERS, AND

C. TRAY PREPARATION/SERVICE;

3. MENU SUBSTITUTION FREQUENCY;

4. COMPLIANCE WITH ENVIRONMENT OF CARE/SANITATION STANDARDS; AND

5. CUSTOMER SATISFACTION

A. CONSUMER SURVEYS AND

B. PLATE WASTE EVALUATIONS; AND

6. QUALITY CONTROL MONITORING OF CRITICAL TEMPERATURES.

(B) THE SUPPLIER SHALL INTEGRATE ADDITIONAL DATA COLLECTED VIA MEAL SERVICE MONITORING INTO A PERFORMANCE MONITORING PLAN THAT INCLUDES ASSESSMENT OF CROSS CONTAMINATION, COMPLIANCE WITH DRESS CODE, ETC.

(C) THE FACILITY MAY ALSO REQUEST THE SUPPLIER CONDUCT ADDITIONAL MONITORING OR SPECIAL MONITORING OF OTHER ASPECTS OF CARE BASED ON IDENTIFIED AREAS OF CONCERN AT ANY TIME DURING THE CONTRACT PERIOD.

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- (D) THE SUPPLIER SHALL REPORT FINDINGS FROM EACH ASPECT OF CARE VIA FACILITY APPROVED FORMS IN THE FACILITY'S APPROVED FORMAT.
 - (E) COMPLIANCE OUTCOMES ARE EXPECTED TO BE NO LESS THAN NINETY-FIVE PERCENT (95%). THE FACILITY EXPECTS THE SUPPLIER TO ESTABLISH HIGHER COMPLIANCE OUTCOMES FOR CRITICAL ASPECTS OF CARE.
 - (F) EACH FACILITY WILL EVALUATE THE SUPPLIER'S PERFORMANCE/CONTRACT COMPLIANCE VIA FACILITY APPROVED PERFORMANCE MEASUREMENT PLANS.
 - (G) THE SUPPLIER SHALL PROVIDE THE FACILITY WITH QUARTERLY REPORTS FOR ALL REQUIRED ASPECTS OF SERVICE QUARTERLY IN ACCORDANCE WITH THE FACILITY'S REPORTING (TIME) SCHEDULE.
 - (H) THE FACILITY SHALL PROVIDE THE SUPPLIER WITH QUARTERLY FOOD SERVICE RELATED DATA AND COMPLIANCE OUTCOMES.
 - (I) FACILITY AND SUPPLIER SHALL REVIEW QUARTERLY COMPLIANCE OUTCOMES FROM FOOD SERVICE PERFORMANCE MEASUREMENTS COOPERATIVELY.
 - (J) A PLAN OF CORRECTIVE ACTION AND A METHOD TO ASSESS THE EFFECTIVENESS OF THAT PLAN SHALL BE DEVELOPED FOR ANY ASPECT OF CARE THAT FAILS TO MEET THE EXPECTED/ESTABLISHED LEVEL OF PERFORMANCE/COMPLIANCE OUTCOME.
 - (K) THE SUPPLIER IS EXPECTED TO COMPLY WITH FACILITY REQUESTS FOR ACTION(S) TO IMPROVE LEVELS OF PERFORMANCE.
 - (L) PERFORMANCE MEASUREMENT ASSESSMENTS SHALL BE UTILIZED BY EACH FACILITY TO EVALUATE THE SUPPLIER'S CONTRACT COMPLIANCE ANNUALLY.
 - (M) EACH FACILITY WILL MAINTAIN A COPY OF EACH ANNUAL ASSESSMENT AND PROVIDE A COPY TO THE SUPPLIER'S FOOD SERVICE DIRECTOR.
- DISASTER PREPAREDNESS -
- (A) DISASTER PREPAREDNESS PLAN MUST BE IN CONSTANT COMPLIANCE WITH STANDARDS AS DEFINED BY REQUIREMENTS OF ALL REGULATORY AGENCIES.
 - (B) BID SHALL INCLUDE A GENERAL STATEMENT ON THE BIDDER'S CONCEPT FOR PROVIDING FOOD SERVICE TO (CUSTOMERS AND STAFF) IN THE EVENT OF A DISASTER.
 - (C) A NINETY-SIX (96) HOUR DISASTER MENU (APPROVED BY DMH AND FACILITY) SHALL BE INCLUDED IN THE SUPPLIER'S POLICY AND PROCEDURE MANUAL. THE MENU CANNOT INCORPORATE FACILITY PROVIDED/ PURCHASED LIQUID NUTRITIONAL SUPPLEMENTS.
 - (D) MEALS SHALL BE PROVIDED FOR ALL STAFF "HELD OVER" IN A DISASTER SITUATION AS DETERMINED BY THE FACILITY DIRECTOR OR DESIGNEE.

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- (E) MINIMUM TIME STANDARDS FOR REQUEST AND CANCELLATION CANNOT BE PREDETERMINED AS DISASTERS ARE NOT "SCHEDULED."
- (F) THE PRICE PER MEAL FOR ALL DISASTER MEALS CANNOT EXCEED THE GUARANTEED MEAL PRICE.
- (G) ANY ADDITIONAL COSTS TO THE FACILITY MUST BE SUBMITTED WITH EACH BID PROPOSAL PRIOR TO AWARD OF THE CONTRACT.
- (H) THE FOLLOWING GUIDANCE IS PROVIDED FOR THE DEVELOPMENT OF THIS DISASTER PLAN DESCRIPTION:
1. THE PLAN SHALL PROVIDE FOR A MINIMUM OF 96 HOURS OF INITIAL SUPPORT. DURING THIS TIME THE SUPPLIER WOULD BE EXPECTED TO FEED CUSTOMERS, AS WELL AS ON DUTY STAFF USING FOODSTUFFS EITHER ON HAND OR IMMEDIATELY AVAILABLE THROUGH THE SUPPLIER'S NORMAL CHANNELS.
 2. THE PLAN SHALL PROVIDE FOR UP TO AN ADDITIONAL ELEVEN (11) DAYS OF SUPPORT.
 3. EACH BID PROPOSAL MUST INCLUDE A LETTER OF COMMITMENT FROM ANY/ALL OF THE SUPPLIER'S "NORMAL CHANNELS" THAT WOULD PROVIDE SUPPORT DURING THESE ADDITIONAL DAYS OF SUPPORT.
 4. IN THE EVENT THAT THERE IS AN INTERRUPTION IN THE WATER SUPPLY, THE SUPPLIER SHALL PROVIDE ANY WATER REQUIRED FOR COOKING AND THAT NEEDED TO MEET THE STANDARD TERMS (FOR BEVERAGES), BUT WOULD NOT BE EXPECTED TO PROVIDE FOR SUPPLEMENTAL DRINKING WATER TO THE FACILITY.
- (I) WITHIN SIXTY (60) DAYS OF AWARD, THE SUPPLIER SHALL PROVIDE A DETAILED DISASTER PLAN WHICH INCLUDES THE SPECIFICS ON HOW THE SUPPLIER INTENDS TO SUPPORT EACH FACILITY IN THE EVENT OF A DISASTER.
- (J) THE DETAILED PLAN SHALL BE BASED UPON THE GENERAL DESCRIPTION PROVIDED AS A PART OF THE BID.
- (K) IT SHALL INCLUDE SPECIFIC SCENARIOS BEING MADE BY THE SUPPLIER UPON WHICH THE PLAN IS DEPENDENT.
FOR EXAMPLE, SCENARIOS FOR NO POWER (HOT AND COLD WEATHER SITUATIONS), NO WATER, TRANSPORTATION CHALLENGES, ETC.
- (L) THE SPECIFIC NAMES OF EMPLOYEES WOULD NOT INITIALLY BE REQUIRED; HOWEVER, UPON AWARD OF THE CONTRACT NAMES AND TELEPHONE NUMBERS FOR CONTACTS MUST BE PROVIDED.
- (M) IF ADDITIONAL SHORT TERM EMPLOYEES ARE REQUIRED TO ACCOMMODATE A

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MORE LABOR INTENSIVE PROCESS, THE NUMBERS, AND CLASSIFICATIONS OF THE "SURGE" STAFF MUST BE PROVIDED.

DETAILED DISASTER PLAN -

- (A) THE DETAILED DISASTER PLAN SHALL INCLUDE A DESCRIPTION OF HOW THE NORMAL FOOD SERVICE SUPPORT WILL BE DEGRADED IN THE EVENT OF A DISASTER.
 - (B) THE DETAILED DISASTER PLAN SHALL ALSO INCLUDE THE METHOD OF DETERMINING THE COST TO THE FACILITY DURING THE EMERGENCY PERIOD.
 - (C) ONE COPY OF THE GENERAL PLAN MUST BE PROVIDED TO THE DMH PURCHASING OFFICE WITH THE INITIAL BID.
 - (D) APPROVAL SHALL BE MADE BY THE DMH PURCHASING OFFICE UPON THE ADVICE OF THE FACILITY DIRECTOR.
 - (E) FAILURE TO PROVIDE A PLAN WITH THE BID WILL PRECLUDE THE BIDDER'S PROPOSAL FROM CONSIDERATION.
 - (F) THE DETAILED PLAN MUST BE REVIEWED AND UPDATED AT LEAST ANNUALLY AND A COPY PROVIDED TO THE DMH PURCHASING OFFICE.
- ALL TERMS AND CONDITIONS OF THE CONTRACT ARE FULLY ENFORCEABLE UNLESS THERE ARE WRITTEN SPECIFICATION TO THE CONTRARY BY AN INDIVIDUAL FACILITY (TO BE CONTAINED WITHIN THE SOLICITATION SPECIFICATIONS).

THE SUPPLIER IS RESPONSIBLE FOR PROVIDING TO ANY ACCREDITATION OR CERTIFICATION AGENCY OF ANY FACILITY SERVED A COPY OF:

1. THE SUPPLIER'S EMPLOYEE JOB DESCRIPTIONS WITH AGE-SPECIFIC WORDING.
2. COPIES OF EMPLOYEE PERFORMANCE APPRAISALS AS COMPLETED.
3. COPIES OF SUBSEQUENT COMPETENCY TRAINING ASSESSMENT DOCUMENTS, AND
4. SUPPORTING DOCUMENTATION FOR ANY AND ALL REQUIREMENTS AS OUTLINED IN THE STATE OF ALABAMA FOOD SERVICE CONTRACT.

FACILITY SPECIFIC REQUIREMENTS:

MEAL COUNT

THE FOLLOWING CHART INDICATES THE DMH'S ESTIMATED MEALS TO BE SERVED

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FOR THE NEXT CONTRACT PERIOD FOR BID PURPOSES, ALL MEAL SIZES ARE EXPRESSED AS "REGULAR MEALS."

FACILITY	QUARTERLY MEAL ESTIMATES	ANNUAL MEAL ESTIMATES
SEARCY, POUNDSTONE	104,356	417,425
PARTLOW	39,967	159,870
TAYLOR HARDIN	31,481	125,925
GREIL	23,282	93,129
NORTH ALABAMA	22,447	89,790
HARPER	10,250	41,000
BRYCE	91,700*	366,800*

* IF THE COMMUNITY PROJECT IS COMPLETED THE BRYCE HOSPITAL MEAL ESTIMATES WILL CHANGE.

SEARCY HOSPITAL SPECIFICATIONS

SEARCY HOSPITAL IS A MENTAL ILLNESS FACILITY LOCATED IN MT. VERNON. FOOD SHALL BE PREPARED IN THE KITCHEN LOCATED AT SEARCY.

THE SUPPLIER'S MANAGEMENT TEAM SHALL INCLUDE A FOOD SERVICE MANAGER, THREE (3) ASSISTANT FOOD SERVICE MANAGERS, AND ADEQUATE LICENSED REGISTERED DIETICIANS TO COMPLY WITH JCAHO AND OTHER GOVERNMENTAL REQUIREMENTS. THE SUPPLIER SHALL CONDUCT FOOD SATISFACTION SURVEYS QUARTERLY ON AT LEAST 10% OF THE PATIENTS ON EACH UNIT. THE RESULTS OF THESE SURVEYS SHALL BE UTILIZED TO MAKE CHANGES IN FOOD PREPARATION AND SERVING, AS APPROPRIATE AND FEASIBLE. THE RESULTS OF THE SURVEYS, AND ANY CHANGES MADE AS RESULT OF THE SURVEYS, SHALL BE REPORTED TO

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THE FACILITY QI OFFICE AND TO FINANCIAL SERVICES NO LATER THAN SIX (6) WEEKS FOLLOWING THE END OF EACH QUARTER. IN ADDITION TO THE DUTIES DETAILED IN THE GENERAL SPECIFICATIONS, THE DIETICIANS SHALL PERFORM DUTIES IN COOPERATION WITH THE FACILITY STAFF AS DIRECTED BY THE HOSPITAL. THE DIETICIAN WILL PERFORM NUTRITIONAL ASSESSMENTS ON ALL PATIENTS UPON THEIR ADMISSION OR TRANSFER IN FROM OTHER FACILITIES, AND DO REASSESSMENTS AT LEAST ANNUALLY, OR AS REQUESTED BY A PHYSICIAN. THE NUTRITIONAL ASSESSMENT FORM IS PLACED IN THE CLINICAL CHART. A SPECIAL DIET IS RECOMMENDED FOR ANY PATIENTS WITH SPECIAL NEEDS AND THIS NEED IS BROUGHT TO THE ATTENTION OF THE RN AND/OR PHYSICIAN. WHEN SPECIAL DIETS ARE ORDERED, THE DIETICIAN WILL PLAN THE MODIFIED MENUS TO MEET THE NEEDS OF THE PATIENTS AS ORDERED BY THE PHYSICIAN. THE DIETICIANS SHALL MONITOR PRODUCTION AND TRAYLINE OPERATION WEEKLY TO THAT DIETS ARE SERVED CORRECTLY. THE DIETICIANS SHALL VISIT EACH UNIT DINING ROOM/AREA DURING MEALS AT LEAST WEEKLY; VISITING EACH DINING ROOM FOR EACH OF THE MEALS SERVED AT LEAST MONTHLY. THE WRITTEN REPORT SHOULD BE SENT TO THE FACILITY QI OFFICE AND TO FINANCIAL SERVICES, AND SHOULD ADDRESS EACH OF THE AREAS OBSERVED--DELIVERY, TEMPERATURE, APPEARANCE, AND SERVING SIZE OF FOOD--FOR EACH DIFFERENT MEAL AND SPECIFICALLY IDENTIFY ANY OF THE AREAS WHICH FALL OUTSIDE THE QUALITY CONTROL STANDARDS. THE DIETICIAN WILL ALSO PARTICIPATE IN THE FACILITY'S PHARMACY AND THERAPEUTICS COMMITTEE, SPECIFICALLY TO ADDRESS FOOD/DRUG INTERACTIONS.

MEALS ARE SERVED AS SCHEDULED BY THE FACILITY.

THE SUPPLIER SHALL OFFER A CHOICE OF ENTREES AT LUNCH AND SUPPLIER TO AT LEAST HALF OF THE PATIENTS ON REGULAR DIETS DINING IN THE DINING ROOM. MODIFIED DIETS SHALL BE PREPARED IN THE CENTRAL KITCHEN AND TRANSPORTED IN INDIVIDUAL INSULATED TRAYS.

FOOD SHALL BE AVAILABLE FOR LATE ADMISSIONS THAT ARE ADMITTED AND FOR CONSUMERS WHO RETURN FROM PASSES LATE.

THE SUPPLIER SHALL OPERATE THE CAFETERIA FOR ALL MEALS, MONDAY THROUGH SUNDAY OF EACH WEEK TO SERVE CONSUMERS DEEMED APPROPRIATE TO PARTICIPATE. THE SUPPLIER SHALL OFFER CHOICES IN MEATS AND VEGETABLES

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FOR THE MEALS SERVED ON REGULAR DIETS.

THE SUPPLIER SHALL PARTICIPATE IN QUALITY IMPROVEMENT/QUALITY MANAGEMENT AND PROVIDE RESULTS OF MONITORING AND EVALUATION ACTIVITIES AS NEEDED FOR THE HOSPITAL TO COMPLY WITH JCAHO STANDARDS. THE SUPPLIER SHALL PROVIDE A COPY OF THE QUALITY MANAGEMENT PROGRAM TO THE HOSPITAL QUALITY IMPROVEMENT OFFICE.

A LOG OF EACH REQUEST FOR PEST CONTROL, EQUIPMENT BREAKDOWN OR FAILURE (FORMS OBTAINED THROUGH THE HOUSEKEEPING DEPT.) SHALL BE COMPLETED AND MAINTAINED BY THE SUPPLIER. THE SUPPLIER SHALL SUBMIT A MONTHLY SAFETY REPORT TO THE FACILITY LIAISON. THE USE OF PAPER GOODS DUE TO EQUIPMENT FAILURE, EMPLOYEE OR PATIENT INCIDENTS SHALL BE INCLUDED IN THIS REPORT. A RECORD OF REPAIRS COMPLETED EACH MONTH.

UTENSILS, DUE TO EQUIPMENT DOWN TIME SHALL NOT BE PART OF THE GUARANTEED MEAL PRICE. THESE COSTS SHALL BE ITEMIZED ON THE MONTHLY INVOICE AND MAY NOT EXCEED THE SUPPLIER'S ACTUAL COST.

NUTRITIONAL SUPPLEMENTS SUCH AS ENSURE OR SUSTICAL ARE WAREHOUSED AND DELIVERED BY THE FACILITY.

UPON REQUEST OF THE FACILITY, SNACKS SHALL BE PROVIDED. THESE SNACKS SHALL NOT BE INCLUDED IN THE DAILY MEAL PLAN. SNACKS SHALL BE PRINTED ON THE PATIENT MENU. BEVERAGES AND SNACK ITEMS ARE NOT TO BE PACKAGED TOGETHER IN BROWN BAG FOR DELIVERY TO PATIENTS.

NAMES TAGS SHALL BE PROVIDED BY THE FACILITY AND ARE TO BE WORN BY THE SUPPLIER'S PERSONNEL AT ALL TIMES WHILE ON FACILITY GROUNDS.

THE FACILITY SHALL PROVIDE A MAP OF THE FACILITY GROUNDS AND A FOOD SERVICE AND DELIVERY SCHEDULE AS PART OF THE SITE VISIT.

SUPPLIER'S MANAGER SHALL SCHEDULE MONTHLY MEETINGS WITH THE FACILITY LIAISON TO DISCUSS FOOD SERVICE RELATED ISSUES AND CONCERNS.

A MEMBER OF THE SUPPLIER'S MANAGEMENT TEAM SHALL MONITOR THE

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TRAYLINE AT EACH UNIT DINING ROOM/AREA AT LEAST ONE TIME PER WEEK. THE ENTIRE MEAL SHALL BE MONITORED. A WRITTEN REPORT OF THE RESULTS SHALL BE SUBMITTED TO THE FACILITY'S LIAISON. THE REPORT SHALL BE AS FOLLOWS:

- A. SPECIFIC SERVERY
- B. DATE OF INSPECTION
- C. MEAL INSPECTED
- D. ANY IDENTIFIED IMPROVEMENT OPPORTUNITIES WITH A PLAN OF CORRECTIVE ACTION
- E. PATIENT COMMENTS CONCERNING THE MEAL.

A DINING ROOM SUPERVISOR SHALL BE PERMANENTLY ASSIGNED TO ALL UNITS. TABLES IN EACH DINING AREA SHALL BE COVERED WITH TABLECLOTHS. EACH PLACE SETTING SHALL INCLUDE A NAPKIN, APPROPRIATE FLATWARE, TUMBLERS WITH ICED WATER AND THE PLANNED BEVERAGE FOR THE SCHEDULED MEAL.

RESULTS OF FOOD SATISFACTION SURVEYS SHALL BE REPORTED TO LIAISON, QI, AND TO FACILITY DIRECTOR.

PATIENT WARDS SHALL BE NOTIFIED OF ANY MEAL SERVICE DELAY OF FIVE (5) MINUTES OR MORE. AT THE TIME OF NOTIFICATION, DINING ROOM PERSONNEL SHALL INFORM WARD PERSONNEL OF THE ESTIMATED TIME FOR MEAL SERVICE.

SUPPLIER'S FOOD SERVICE PERSONNEL SHALL BE EXPECTED TO ATTEND ORIENTATION AND ALL MANDATORY IN-SERVICE PROGRAMS PROVIDED BY THE FACILITY.

SUPPLIER SHALL DESIGNATE (2) DELIVERY TRUCKS TO ENSURE PROPER FOOD TEMPERATURE OF DELIVERY IS MAINTAINED AT ALL HOSPITAL UNITS.

SUPPLIER SHALL OFFER A CHOICE OF ENTREES AT LUNCH AND DINNER TO ENSURE ALL PATIENTS HAVE A CHOICE.

SUPPLIER WILL ENSURE THAT ALL ITEMS ARE AVAILABLE AT ANY SCHEDULED MEAL. SUPPLIER IS TO ENSURE THAT ANY MENU ITEM STRATEGIES ARE

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CORRECTED IMMEDIATELY OR AN APPROPRIATE SUBSTITUTE IS PROVIDED.

THE INSULATED TRAYS USED FOR SERVING MODIFIED DIETS SHOULD BE CHANGED AT THE BEGINNING OF THE CONTRACT PERIOD DUE TO CURRENT POOR APPEARANCE.

HOT MEALS WILL BE SERVED DURING HOLIDAYS AND WEEKENDS. MORE THAN ONE ENTREE IS AVAILABLE FOR AT LEAST ONCE MEAL PER DAY.

FAMILY STYLE DINING -- AT THE REQUEST OF THE FACILITY, FOOD WILL BE PROVIDED IN BULK OR FAMILY STYLE SERVING DISHES FOR FAMILY STYLE SERVICE TO CONSUMERS. APPROPRIATE SERVING DISHES, SERVING UTENSILS AND CONDIMENTS IF FAMILY TYPE CONTAINERS WILL BE USED BY THE SUPPLIER. THE SUPPLIER WILL PROVIDE TO THE FACILITY A LIST OF NECESSARY SERVING DISHES AND UTENSILS, AND FACILITY WILL PURCHASE ACCORDINGLY. THESE MEALS ARE TO BE INCLUDED IN THE GUARANTEED MEAL PRICE.

PARTLOW FACILITY SPECIFICATIONS

PARTLOW DEVELOPMENTAL CENTER IS A FACILITY FOR PERSONS WITH INTELLECTUAL DISABILITIES AND ASSOCIATED DISABILITIES. INDIVIDUAL MEALS SHALL BE PREPARED IN THE CENTRAL KITCHEN AND TRANSPORTED IN INSULATED TRAYS OR IN BULK CONTAINERS IN INSULATED BOXES DEPENDING ON FACILITY NEEDS. ALL TRAYS AND/OR BULK CONTAINERS MUST BE IN GOOD WORKING ORDER TO MAINTAIN APPROPRIATE FOOD TEMPERATURE LEVELS TO ENSURE THAT FOOD IS PALATABLE WHEN FOOD IS PRESENTED TO INDIVIDUALS. CONTRACTOR IS RESPONSIBLE FOR SUPPLYING INSULATED BOXES/CONTAINERS. CONTRACTOR SHALL PROVIDE REPORTS AS REQUESTED ON THE CONDITION OF THE EQUIPMENT AND NECESSARY REPLACEMENT OR REPAIRS. FOOD SERVED ON TRAYS WILL BE PROVIDED ON SEPARATE TRAYS IF ALL FOOD DOES NOT FIT ON ONE TRAY (E.G. DOUBLE AND TRIPLE PORTION SERVINGS AND/OR TO PREVENT INAPPROPRIATE MIXING OF FOODS).

FOR STEAM/COLD TABLES AND FAMILY STYLE DINING, FOOD WILL BE PROVIDED IN BULK OR FAMILY STYLE SERVING DISHES TO INDIVIDUALS. APPROPRIATE

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SERVING DISHES, SERVING UTENSILS, AND OTHER CONTAINERS, AS NEEDED, WILL BE USED BY THE CONTRACTOR. THE CONTRACTOR WILL PROVIDE TO THE FACILITY A LIST OF NECESSARY SERVING DISHES AND UTENSILS (SPOODLES, SCOOPS, TONS, ETC.), WHEN NEEDED, AND THE FACILITY WILL PURCHASE ACCORDINGLY.

THE DAILY MEAL PLAN MAY INCLUDE A BEDTIME SNACK OF FRUIT AND SKIM MILK. IT WILL BE INCLUDED IN THE GUARANTEED MEAL COST AND PRINTED ON THE PUBLISHED MENU.

UPON REQUEST OF THE FACILITY, SNACKS MAY BE REQUIRED. SNACKS SHALL BE PREPARED NO MORE THAN 16 HOURS PRIOR TO SERVICE. SNACKS SHALL BE DELIVERED TO THE INDIVIDUAL'S HOME, TRAINING OR WORK AREA AS REQUESTED AND PLACED IN THE REFRIGERATOR.

ALL SNACKS SHALL BE LABELED WITH THE INDIVIDUAL'S NAME AND DATED. THEY SHALL BE DELIVERED AT A TIME SO THAT THEY WILL BE AVAILABLE AT THE APPROPRIATE TIME OF SERVICE.

CONTRACTOR PERSONNEL WILL SET UP THE SERVING LINE/DISHES, SERVE THE FOOD AND CLEAN UP THE STEAM/COLD TABLES AND DINING TABLES AND CHAIRS, AND WALLS AROUND STEAM TABLES AFTER THE MEAL IN THE HOMES/TRAINING CENTERS AND CAFETERIA. CONTRACTOR WILL DELIVER FOOD AND DISHES TO DESIGNATED FAMILY TYLE DINING AREAS. THERE ARE 6 DINING ROOMS THAT REQUIRE SERVERS AT BREAKFAST ON WEEKDAYS; THREE (3) DINING ROOMS THAT REQUIRE SERVERS AT LUNCH ON WEEKDAYS; THERE ARE FIVE (5) DINING AREAS THAT REQUIRE SERVERS ON WEEKDAYS. THERE ARE FIVE (5) DINING AREAS THAT REQUIRE SERVERS FOR BREAKFAST, LUNCH, AND SUPPER ON WEEKENDS. EACH DINING ROOM WILL HAVE ITS OWN SERVER AND TWO SERVERS WILL BE REQUIRED FOR WALLACE TRAINING CENTER AT LUNCH ON WEEKDAYS. CONTRACTOR PERSONNEL WILL CLEAN SPILLS AND WIPE TABLES/WALLS AROUND STEAM TABLES AS REQUIRED IN BETWEEN SEATINGS AND AFTER DINING BY FACILITY/TITLE XIX STANDARDS.

CLEANING OF TRANSPORTATION EQUIPMENT INCLUDING TRUCKS, DOLLIES, FOOD CARTS, STORAGE CONTAINERS/ICE CHESTS IS THE RESPONSIBILITY OF THE CONTRACTOR. ALL EQUIPMENT WILL BE MAINTAINED IN GOOD WORKING ORDER

TERMS AND CONDITIONS

ACCORDING TO FACILITY STANDARDS.

CONTRACTOR WILL STOCK NAPKIN DISPENSERS, CONDIMENTS AND SUPPLY APPROPRIATE FLATWARE PRIOR TO MEAL SERVICE AND AS NEEDED DURING MEAL SERVICE IN ALL CONTRACTOR SERVED DINING AREAS.

PUREED CAKE AND CORNBREAD WILL BE SERVED TO INDIVIDUALS ON A PUREED DIET WHEN ITS ON THE REGULAR MENU. IT WILL BE THE APPROPRIATE CONSISTENCY.

THE CONTRACTOR SHALL OPERATE A CAFETERIA FOR THE BREAKFAST AND LUNCH MEALS ON WEEKDAYS. INDIVIDUALS DINING IN THE CAFETERIA WILL BE OFFERED A CHOICE OF CEREALS AT BREAKFAST, A CHOICE OF VEGETABLES, MEAT AND DESERTS.

NUTRITIONAL SUPPLEMENTS SHALL BE PROVIDED AND PAID FOR BY THE FACILITY. RECEIVING/WAREHOUSING, ROTATION AND DELIVERY OF STOCK TO THE HOMES WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND INCLUDED IN THE GUARANTEED MEAL COST. CONTRACTOR WILL PROVIDE THE FACILITY DIETITIAN THE DELIVERY INVOICE WHEN THE PRODUCT IS RECEIVED.

MENU SUBSTITUTIONS SHALL TAKE INTO CONSIDERATION INDIVIDUAL LIKES, DISLIKES, ALLERGIES, INTOLERANCE AND SPECIAL DIETS AND WILL BE APPROVED BY THE FACILITY DIETITIAN AND WILL BE NOTED ON THE MENU AND THE CONTRACTOR'S PRODUCTION RECORDS.

BISCUITS, TOAST, WAFFLES, PANCAKES AND FRENCH TOAST STICKS SHALL BE BAKED THE DAY OF SERVICE. ALL BAKED GOODS WILL BE SERVED WITH APPROPRIATE PALATABILITY AND TEMPERATURE.

THE FACILITY SHALL PROVIDE A MAP OF THE FACILITY GROUNDS AND A FOOD SERVICE AND DELIVERY SCHEDULE AS PART OF THE SITE VISIT.

A MEAL TICKET SHALL BE PROVIDED FOR EACH INDIVIDUAL AT EACH MEAL.

ALL MODIFIED/THERAPEUTIC DIETS WILL BE BASED ON A HEART HEALTHY DIET UNLESS OTHERWISE INDICATED BY INDIVIDUAL NEEDS.

TERMS AND CONDITIONS

THE PRODUCTION AREA SHALL BE SUBJECT TO UNSCHEDULED, UNANNOUNCED INSPECTIONS BY THE INFECTION CONTROL DEPARTMENT, UNIT DIRECTORS OR DESIGNEE, FACILITY LIAISON, SAFETY OFFICER, ETC.

DISPOSABLE WARE SHALL ONLY BE USED WITH THE PERMISSION OF THE FACILITY OR IN CASES OF EQUIPMENT FAILURE.

EACH INDIVIDUAL SHALL BE OFFERED A FULL COMPLIMENT OF FLATWARE, APPROPRIATE FOR THE PRESCRIBED DIET, AT EACH MEAL. ANY EXCEPTIONS SHALL BE APPROVED BY THE FACILITY AND THE CONTRACTOR WILL BE NOTIFIED IN WRITING. AN INVENTORY OF FLATWARE SHALL BE TAKEN BEFORE EACH MEAL SERVICE PERIOD AND UPON COMPLETION OF MEAL SERVICE BY THE CONTRACTOR. ANY MISSING FLATWARE AND WHERE IT WAS LOCATED SHALL BE REPORTED IMMEDIATELY TO THE FACILITY'S DESIGNEE, SUCH AS THE SUPERVISOR OF THE AFFECTED HOME/BUILDING.

A CURRENT LISTING OF EACH INDIVIDUAL'S DIET ORDER AND SNACKS SHALL BE MAINTAINED AND UPDATED WEEKLY IN THE FACILITY NUTRITIONAL SERVICES DEPARTMENT. TWO COPIES ARE PROVIDED, ONE FOR EACH DIETITIAN.

A SUFFICIENT NUMBER OF WEEKLY MENUS SHALL BE MADE TO ENSURE THAT A COPY OF THE MENU IS AVAILABLE FOR EACH DINING AREA AND FACILITY DEPARTMENTS, AS NEEDED.

DINING PERSONNEL SHALL BE EXPECTED TO COMPLETE A MEAL SERVICE REPORT FOR EACH MEAL SERVED IN EACH DINING AREA. THE MEAL SERVICE REPORT SHALL INCLUDE:

- A. NAME OF INDIVIDUAL COMPLETING REPORT
- B. DATE
- C. MEAL
- D. TIME THE FOLLOWING EVENTS OCCURRED FOR DINING AREA AND READY FOR SERVICE
 - A. BULK FOOD OR DIET TRAYS ARRIVED AND STEAM TABLE IS SET UP
 - B. HOME IS NOTIFIED TO REPORT FOR MEAL SERVICE
 - C. INDIVIDUALS ARRIVED IN THE DINING ROOM
 - D. INDIVIDUALS COMPLETED THEIR MEAL

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- E. MENU ITEMS WITH TEMPERATURES FOR THE BEGINNING OF EACH SERVING SET
- F. ANY FOOD SHORTAGES WITH NUMBER OF INDIVIDUALS AFFECTED AND THE CORRECTIVE ACTION
- G. ANY SUBSTITUTIONS
- H. ANY OTHER PERTINENT INFORMATION AFFECTING MEAL SERVICE

EACH DINING AREA SHALL BE NOTIFIED OF ANY MEAL SERVICE DELAY OF FIVE MINUTES OR MORE. AT THE TIME OF NOTIFICATION, DINING ROOM PERSONNEL SHALL INFORM HOME PERSONNEL OF THE ESTIMATED TIME FOR MEAL SERVICE.

THE CONTRACTOR'S MANAGER SHALL SCHEDULE AT LEAST ONE MONTHLY MEETING WITH THE FACILITY DESIGNEE TO DISCUSS FOOD SERVICE RELATED ISSUES AND CONCERNS. ADDITIONAL MEETINGS MAY BE SCHEDULED WHEN APPROPRIATE.

THE CONTRACTOR SHALL CONDUCT WEEKLY SANITATION INSPECTIONS IN EACH DINING AREA AND THE PRODUCTION AREA AND DATA OBTAINED SHALL BE COMPILED INTO A PERFORMANCE IMPROVEMENT REPORT AND A COPY SENT TO THE FACILITY'S DESIGNEE.

THE CONTRACTOR SHALL SUBMIT A MONTHLY SAFETY REPORT TO THE FACILITY DESIGNEE. THIS REPORT SHALL INCLUDE ALL INDIVIDUAL AND STAFF INCIDENTS, AS WELL AS, EQUIPMENT BREAKDOWNS OR FAILURES. WHEN IT IS NECESSARY TO UTILIZE PAPER SUPPLIES DUE TO EQUIPMENT BREAKDOWNS OR FAILURES, IT SHOULD BE NOTED ON THE REPORT. THE SAFETY REPORT SHALL INCLUDE A RECORD OF ALL REPAIRS/MAINTENANCE COMPLETED EACH MONTH.

THE COST FOR ANY ADDITIONAL "HEAVY DUTY" CLEANING AND/OR STRIPPING COMPLETED BY THE FACILITY DUE TO FAILURE BY THE CONTRACTOR'S EMPLOYEES TO COMPLY WITH ROUTINE CLEANING GUIDELINES AS OUTLINED HEREIN AND/OR ESTABLISHED SUPPLIER WRITTEN POLICIES AND PROCEDURES WILL BE CREDITED TO THE FACILITY BY THE CONTRACTOR ON THE MONTHLY INVOICE.

A MEMBER OF THE CONTRACTOR'S MANAGEMENT TEAM SHALL MONITOR THE TRAYLINE AT EACH SERVICE AREA AT LEAST ONCE EACH WEEK AND INCLUDE DIFFERENT MEAL TIMES. THE ENTIRE MEAL SERVICE PERIOD SHALL BE MONITORED. A WRITTEN REPORT OF THE RESULTS SHALL BE SUBMITTED TO THE

TERMS AND CONDITIONS

FACILITY'S DESIGNEE. THE REPORT SHALL INCLUDE:

- A. SERVICE AREA
- B. DATE OF INSPECTION
- C. MEAL INSPECTED
- D. ANY IDENTIFIED IMPROVEMENT OPPORTUNITIES WITH A PLAN OF CORRECTIVE ACTION
- E. INDIVIDUAL'S COMMENTS CONCERNING THE MEAL

THE CONTRACTOR SHALL PROVIDE THE FACILITY WITH A CURRENT PRICE LISTING OF ALL "EXTRA" ITEMS (SNACK ITEMS, SPECIAL EVENT ITEMS, ETC.). PRICES SHALL NOT BE INCREASED WITHOUT PRIOR NOTIFICATION TO THE FACILITY. ALL SNACKS MUST BE IN LEAK-PROOF CONTAINER.

TEA AND COFFEE IS TO BE PREPARED BY THE CONTRACTOR. ADEQUATE SUPPLIES; SUGAR, SUGAR SUBSTITUTE AND COFFEE CREAMER SHALL BE PROVIDED BY THE CONTRACTOR AS PART OF THE GUARANTEED MEAL PRICE.

UTILITIES-TELEPHONE SERVICE AND ALL RELATED CHARGES SHALL BE THE RESPONSIBILITIES OF THE SUPPLIER AND CANNOT BE RUN THROUGH THE PARTLOW SWITCHBOARD. ALL OTHER UTILITIES SHALL BE PAID FOR BY THE FACILITY.

MAINTENANCE-THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING ALL SERVICE EQUIPMENT AND ALL AREAS OF THE FOOD SERVICE BUILDING. THIS IS TO INCLUDE THE REMOVAL OF FOREIGN OBJECTS FROM LIGHT FIXTURES, VISIBLE DUST FROM VENTS AND CEILINGS, THE CLEANING OF ALL BATHROOMS LOCATED IN THE FOOD SERVICE BUILDING AND ALL WALLS AND FLOORS IN THE FOOD SERVICE BUILDING. THE FACILITY SHALL BE RESPONSIBLE FOR STRIPPING AND WAXING THE DINING AREA. THE CONTRACTOR SHALL CLEAN ALL WINDOWS, WALLS, FLOORS, TABLES, AND CHAIRS IN THE FOOD PRODUCTION AREA, OFFICES IN FOOD SERVICES BUILDING AND SUPPLIER-SERVED DINING AREAS.

THE FACILITY IS RESPONSIBLE FOR PEST CONTROL SERVICES. THE CONTRACTOR WILL MAINTAIN THEIR ENVIRONS INCLUDING OUTSIDE AREAS AROUND THE FOOD SERVICE BUILDING AND GARBAGE BINS TO ASSIST IN PEST CONTROL.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PICKING UP SOILED FOOD

TERMS AND CONDITIONS

TRANSPORT CONTAINERS, TRAYS, ETC. AND RETURN THEM TO THE FOOD SERVICE BUILDING AFTER EACH MEAL.

TAYLOR HARDIN SECURE MEDICAL FACILITY SPECIFICATIONS

MEAL COMPONENTS SHALL BE PREPARED AT THE PARTLOW DEVELOPMENT CENTER'S FOOD SERVICE PRODUCTION SITE.

TRAY DELIVERY SHALL INCLUDE LIMITED USE OF INDIVIDUAL INSULATED TRAYS. THESE TRAYS SHALL BE AVAILABLE BASED ON FACILITY REQUEST AT NO ADDITIONAL COST TO THE FACILITY.

INSULATED TRAYS SHALL BE REPLACED NO LESS THAN EVERY TWO (2) YEARS AND, IF NECESSARY, MORE FREQUENTLY IF THE SEALS ARE COMPROMISED.

THE SUPPLIER'S SENIOR REPRESENTATIVE (TUSCALOOSA AREA) SHALL MEET THE FACILITY LIAISON NO LESS THAN ONCE EACH MONTH.

REPRESENTATIVES FROM THE SUPPLIER'S MANAGEMENT TEAM SHALL MEET WITH OTHER FACILITY CONTACTS AS REQUESTED. THE LIAISON WILL COORDINATE MEETING TIMES TO ENSURE THE MOST SATISFACTORY TIMES AND DATES FOR ALL INVOLVED PARTIES.

THE SUPPLIER WILL BE EXPECTED TO PROVIDE COFFEE AND OTHER BEVERAGE MAKING EQUIPMENT, BEVERAGE DISPENSERS, TOASTERS, MICROWAVES, AND HOT HOLDING EQUIPMENT FOR EACH SERVICE LOCATION. THE COST FOR THIS SERVICE SHALL BE INCLUDED IN THE PER MEAL COST.

THE SUPPLIER MUST SUPPLY, DELIVER, ROTATE, MAINTAIN, AND AT THE END OF THE CONTRACT PERIOD, REMOVE A FORTY-EIGHT (48) HOUR DISASTER FOOD SUPPLY FOR ONE HUNDRED SIXTY (160) INDIVIDUALS IN A FACILITY DESIGNATED AREA ON THE TAYLOR HARDIN SECURE MEDICAL FACILITY CAMPUS. THIS SUPPLY WILL INCLUDE MEAL COMPONENTS FOR CONSISTENCY MODIFIED DIETS, AS WELL AS, LIQUIDS FOR MEALS AND SNACKS. THE MENU AND AMOUNTS OF EACH FOOD ITEM WILL BE DETERMINED COOPERATIVELY BY FACILITY AND

TERMS AND CONDITIONS

SUPPLIER REPRESENTATIVES. THIS SUPPLY IS IN ADDITION TO THE 96-HOUR DISASTER SUPPLY CONTAINED ON THE PARTLOW CAMPUS.

THE SUPPLIER'S MANAGEMENT WILL BE EXPECTED TO MAINTAIN NO LESS THAN A ONE WEEK SUPPLY OF NUTRITIONAL SUPPLEMENTS AND DISPOSABLE WARE FOR ONE HUNDRED SIXTY (160) CONSUMERS IN A FACILITY PROVIDED ALTERNATE STORAGE LOCATION ON THE TAYLOR HARDIN SECURE MEDICAL FACILITY CAMPUS.

WATER WILL BE PROVIDED AS A BEVERAGE OPTION AT EACH MEAL. ARTIFICIALLY SWEETENED TEA OR FRUIT FLAVORED BEVERAGES SHALL BE PROVIDED TO ALL PATIENTS AT THE LUNCH AND SUPPER MEALS DAILY. (TEA MAY NOT BE LEMON FLAVORED.)

SUPPLIER MAY NOT SUBSTITUTE MEAL OR SNACK COMPONENTS THAT HAVE BEEN SPECIFICALLY PRESCRIBED BY THE ATTENDING PHYSICIAN. IF THE SPECIFICALLY PRESCRIBED MEAL OR SNACK COMPONENT IS NOT AVAILABLE THROUGH THE SUPPLIER'S PRIMARY VENDOR, THE SUPPLIER WILL BE EXPECTED TO OBTAIN THE ITEM(S) FROM AN ALTERNATE SOURCE. THE FACILITY'S CONTACT/LIAISON AND EACH AFFECTED AREA SHALL BE NOTIFIED PRIOR TO THE SCHEDULED RECEIPT TIME FOR ANY UNAVAILABLE PRODUCT IF IT CANNOT BE LOCATED. THE FACILITY'S DIETETIC SERVICES DEPARTMENT SHALL ALSO RECEIVE WRITTEN NOTICE AND RECEIVE A CREDIT ON THE APPROPRIATE FOOD SERVICE INVOICE.

NUTRITIONAL SUPPLEMENTS SHALL BE PURCHASED AND PAID FOR BY THE FACILITY. THE ORDERING, REQUISITIONING, AND DELIVERY OF NUTRITIONAL SUPPLEMENTS (AND ALL WAREHOUSE ORDERS) TO SERVICE LOCATIONS WILL BE THE RESPONSIBILITY OF THE SUPPLIER. THERE SHALL BE NO ADDITIONAL FEE FOR THIS SERVICE. (REFERENCE CONSUMABLE SUPPLY ITEMS)

A BEDTIME (HS) SNACK SHALL BE PROVIDED FOR EACH PATIENT UNLESS CONTRAINDICATED BY A PHYSICIAN PRESCRIBED DIET ORDER. THE BEDTIME SNACK SHALL CONSIST OF 8 OUNCES OF MILK AND AN INDIVIDUALLY PACKAGED ITEM ON A FIXED SCHEDULE. ITEMS SHALL CONSIST OF, BUT NOT BE LIMITED TO: NUTRI-GRAIN BAR, FIG NEWTON BAR, DRINKABLE YOGURT, CHEWY GRANOLA BAR, BAG OF POTATO CHIPS, BANANA, APPLE, GRAHAM CRACKERS. PATIENTS ARE NOT TO RECEIVE ANY ITEM THAT REQUIRES A UTENSIL, UNLESS

TERMS AND CONDITIONS

SPECIFICALLY ORDERED BY THE ATTENDING PHYSICIAN. THE BEDTIME SNACK SHALL BE INCLUDED IN THE GUARANTEED MEAL PRICE.

THE SUPERVISION OF THE FOOD SERVICE OPERATIONS WILL BE UNDER THE DIRECTION OF THE STATE DINING ROOM SUPERVISOR AND STATE DIETITIAN. HOWEVER, DURING THE TERM OF THIS CONTRACT PERIOD, THE SUPPLIER MAY BE REQUIRED TO FILL THIS FUNCTION AT SOME POINT AT THE REQUEST OF THE FACILITY.

GREIL PSYCHIATRIC HOSPITAL SPECIFICATIONS

GREIL PSYCHIATRIC HOSPITAL IS A MENTAL ILLNESS FACILITY LOCATED IN MONTGOMERY, ALABAMA.

FOOD SHALL BE PREPARED AT THE SUPPLIER'S OWN KITCHEN WHICH HOLDS CURRENT FOOD SERVICE PERMIT FROM THE DEPARTMENT OF PUBLIC HEALTH, STATE OF ALABAMA. THE COST OF THE UTILITIES AND MAINTENANCE OF THE EQUIPMENTS AND BUILDING ARE BORNE ENTIRELY TO THE SUPPLIER. THE SUPPLIER SHALL PROVIDE GREIL HOSPITAL A COPY OF THE REPORT OF THE INSPECTION. THE PRODUCTION SITE SHALL BE SUBJECT TO UNSCHEDULED, UNANNOUNCED INSPECTION BY THE GREIL HOSPITAL ASSIGNED PERSONNEL.

FOOD SHALL BE TRANSPORTED TO GREIL HOSPITAL IN BULK IN APPROPRIATE VEHICLE AND CONTAINERS THAT WILL MAINTAIN TEMPERATURES FOR BOTH HOT AND COLD FOODS AND NOT TO COMPROMISE THE SAFETY OF THE FOOD. SUPPLIER IS RESPONSIBLE TO SERVE FOOD TO PATIENTS ACCORDING TO THEIR PRESCRIBED DIET. A TRAY TICKET SHALL BE PROVIDED FOR EACH PATIENT SERVED AT EACH MEAL. THE MEAL TICKET SHALL BE UPDATED MONDAY TO FRIDAY TO ENSURE THE NEW ADMITTED PATIENTS ARE ADDED AND DISCHARGED PATIENTS ARE DELETED FROM THE MEAL TICKET BUNDLE. GREIL HOSPITAL WILL PROVIDE THE SUPPLIER DAILY CENSUS SHEET MONDAY TO FRIDAY UNLESS IS HOLIDAY. THE SUPPLIER IS EXPECTED TO DISPOSED TRAY TICKETS AND DAILY CENSUS INFORMATION IN A MANNER SO AS TO ASSURE THE FACILITY THAT CONFIDENTIAL PATIENT INFORMATION IS PROTECTED. THE TIMETABLE FOR MEAL SERVICE SHALL BE EXPECTED TO COMPLY WITH THE FACILITY APPROVED MEAL SERVICE DELIVERY SCHEDULE.

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THE SUPPLIER'S DIETITIAN OR A MEMBER OF THE MANAGEMENT TEAM SHALL BE RESPONSIBLE FOR ALL MENU DEVELOPMENT FOR STANDARD AND NONSTANDARD DIETS INCLUDING SACK LUNCHEES FOR ATTENDING DAY PROGRAM, OUT-SIDE APPOINTMENTS AND DIALYSIS. THE MINIMUM QUALIFICATION OF THE MANAGER OR DESIGNEE WHO IS RESPONSIBLE FOR MENU PLANNING IS CURRENTLY A CERTIFIED DIETARY MANAGER. THE MEAL PLAN SHALL BE WRITTEN TO COMPLY WITH THE PRESCRIBED INDIVIDUAL DIET. A COPY OF EACH STANDARD AND NONSTANDARD MENU SHALL BE MAINTAINED IN THE SERVING AREA, AND A COPY TO THE FACILITY DIETITIAN. THE SUPPLIER IS EXPECTED TO PROVIDE BEVERAGE MAKING EQUIPMENT, BEVERAGE DISPENSERS. THE COST FOR THESE EQUIPMENTS SHALL BE INCLUDED IN THE PER MEAL COST.

FOOD TEMPERATURE ARE TO BE TAKEN AND IMMEDIATELY DOCUMENTED BY THE SUPPLIER PERSONNEL PRIOR TO THE LOADING FOR DELIVERY AT THE PREPARATION SITE. COMPLETE SET UP AT THE HOSPITAL SERVING LINE AND AT THE MIDPOINT OF THE SERVING PERIOD.

GREIL HOSPITAL WILL PROVIDE A STEAM TABLE AND COLD FOOD TABLE FOR THE TRAY LINE SERVICE. ALL THREE MEALS, INCLUDING REGULAR AND MODIFIED DIETS WILL BE SERVED CAFETERIA STYLE AT GREIL'S DINING ROOM FROM THE SERVING LINE. TRAY THAT IS NOT ABLE TO BE ASSEMBLED FROM THE TRAY LINE, HAS TO BE TRANSPORTED IN AN INSULATED CONTAINER. THE TRAY SHALL BE PLATED NO MORE THAN 30 MINUTES PRIOR LOADING FOR TRANSPORT. GREIL WILL FURNISH A COFFEE URN AND WILL BE RESPONSIBLE FOR THE PREPARATION OF COFFEE TO BE SERVED WITH THE MEAL. THE SUPPLIER, AS PART OF THE GUARANTEED MEAL PRICE, SHALL PROVIDE ADEQUATE SUPPLIES OF BULK COFFEE, COFFEE FILTERS, SUGAR AND ARTIFICIAL SWEETENER AND COFFEE CREAMER. THE SUPPLIER IS EXPECTED TO USE A TOASTER TO TOAST BREAD WHEN TOAST IS BEING SERVED AT THE SERVING AREA. THE COST OF A TOASTER SHALL BE INCLUDED IN THE PER MEAL COST, NOT ADDITIONAL CHARGE TO THE FACILITY. DECAFFEINATED TEA AND/OR ARTIFICIAL SWEETENED FRUIT FLAVORED BEVERAGE SHALL BE PROVIDED AT LUNCH, DECAFFEINATED COFFEE AND MILK SHALL BE SERVED AT SUPPER. ALL SHALL BE INCLUDED IN THE GUARANTEED MEAL PRICE.

ADEQUATE PORTIONS OF EACH MEAL COMPONENT SHALL BE PREPARED TO ENSURE

TERMS AND CONDITIONS

ALL PATIENTS ARE PROVIDED THE PUBLISHED MENU. PATIENTS' PREFERENCES AND ALLERGIES WILL BE INDICATED ON THE MEAL ORDER SHEET. THE SUPPLIER WILL PROVIDE THE APPROPRIATE SUBSTITUTE AND INDICATE ON THE INDIVIDUAL MEAL TICKET. THE FACILITY NURSING SERVICE WILL BE RESPONSIBLE FOR ORDERING MEALS FROM THE SUPPLIER VIA FAX TWICE DAILY. THE MORNING ORDER IS FOR LUNCH AND AFTERNOON ORDER FOR SUPPER AND BREAKFAST THE FOLLOWING DAY. FOOD SUBSTITUTION FOR MISSED MEALS OR SUBSTITUTION OF THE PUBLISHED MENU ITEM(S) SHALL BE NOTED ON THE MENU THE DATE AND MEAL THE SUBSTITUTION IS MADE. THE SERVED MENUS AND SUBSTITUTIONS RECORD SHALL BE MAINTAINED AT BOTH SUPPLIER'S KITCHEN AND GREIL SERVING AREA TO 30 DAYS. THE SUPPLIER SHALL BE RESPONSIBLE FOR RECORDING THE NUMBER OF FOOD SHORTAGE ON THE MENU AND THE SUBSTITUTION PROVIDED FOR THE SHORTAGE ITEM.

ALL PATIENTS SHALL RECEIVE FAT-FREE MILK AT BREAKFAST, SUPPER, AND AS A COMPONENT OF THE BEDTIME SNACK UNLESS CONTRADICTED BY THE PHYSICIAN'S PRESCRIBED DIET OR MILK ALLERGY OR LACTOSE INTOLERANCE. THE ADDITIONAL BEDTIME SNACK SHALL CONSIST OF A DIET APPROPRIATE ITEM, PROVIDES 15-20 GRAMS OF CARBOHYDRATES. THE BEDTIME SNACK IS A PART OF MEAL COMPONENT AND SHALL BE INCLUDED IN THE GUARANTEED MEAL PRICE.

ADDITIONAL BETWEEN MEAL SNACKS IF PRESCRIBED WILL BE ORDERED WITH DAILY MEAL ORDER. ALL SNACKS SHALL BE LABELED WITH PATIENT NAME, DATE AND TIME TO BE SERVED. THE MORNING AND AFTERNOON SNACK SHALL BE DELIVERED WITH BREAKFAST MEAL. THE ADDITIONAL SNACK ITEMS SHALL BE EXCLUDED FROM THE GUARANTEED MEAL PRICE.

THE FACILITY SHALL BE PROVIDED A CURRENT PRICE LISTING FOR ALL "EXTRA" ITEMS SUCH AS JUICE, SANDWICH, CRACKERS AND FRUITS. PRICES SHALL NOT BE INCREASED WITHOUT PRIOR NOTIFICATION TO THE FACILITY.

NUTRITIONAL SUPPLEMENT SHALL BE PROVIDED AND PAID BY THE FACILITY. THE ORDERING, WAREHOUSING AND DISTRIBUTION SHALL BE THE RESPONSIBILITY OF THE FACILITY.

THE SUPPLIER SHALL BE RESPONSIBLE FOR CLEANING THE SERVING AREA AFTER

TERMS AND CONDITIONS

EACH MEAL. THE SUPPLIER SHALL REMOVE ALL SOILED FOOD SERVING UTENSILS, FOOD TRANSPORT CONTAINERS, PLATES, TRAYS, TUMBLERS, ETC. AFTER EACH MEAL FOR PROPER DISHWASHING AT SUPPLIER'S KITCHEN. SUPPLIER SHALL ALSO BE RESPONSIBLE FOR DELIVERING CLEAN, SANITIZED SUPPLIES WITH EACH MEAL. THE CONTAINERS FOR TRANSPORTING FOODS, TRAYS, TUMBLERS WILL BE THE RESPONSIBILITY OF THE SUPPLIER. GREIL WILL PURCHASE AND MAINTAIN AN APPROPRIATE AMOUNT OF TRAYS, TUMBLERS, DISPOSABLE FLATWARE, NAPKINS, INDIVIDUAL SIDE DISHES, LIDS AND SERVING UTENSILS.

THE SUPPLIER'S FOOD SERVICE PERSONNEL ARE REQUIRED TO ATTEND VENDOR TRAINING PRIOR TO ASSIGNMENT OF DUTIES AT GREIL HOSPITAL AND ANNUALLY AS REQUIRED BY THE HOSPITAL POLICY.

THE SUPPLIER SHALL PROVIDE THE NAMES, TITLE AND CONTACT INFORMATION REGARDING ON SITE MANAGEMENT TEAM MEMBERS, SUPERVISOR OF THE ON SITE MANAGEMENT AND CORPORATE SUPPORT TO THE FACILITY CONTACT PERSON.

THE EMERGENCY FOOD SUPPLY WILL BE REVIEWED AND INSPECTED BY SUPPLIER AND FACILITY REPRESENTATIVE AT LEAST SEMI-ANNUALLY AND ITEMS REPLACED AS NEEDED.

A MEMBER OF THE SUPPLIER'S MANAGEMENT TEAM WILL MONITOR THE TRAY LINE SERVICE AT GREIL AT LEAST ONCE A WEEK TO ENSURE THE QUALITY OF THE FOOD SERVED AND THAT ALL DIETS ARE SERVED CORRECTLY AS PRESCRIBED, ONE BREAKFAST, ONE LUNCH, ONE SUPPER AND ONE WEEKEND MEAL WILL BE MONITORED A MINIMUM OF ONCE A MONTH. A WRITTEN REPORT OF THE MONITORING WILL BE SUBMITTED TO THE FACILITY LIAISON MONTHLY. THE WRITTEN REPORT SHALL INCLUDE THE DATE AND MEAL MONITORED AND FINDING. IF A PROBLEM IS BEING IDENTIFIED, A PLAN OF CORRECTION AND TIMETABLE FOR COMPLETION SHALL BE INCLUDED.

NORTH ALABAMA REGIONAL HOSPITAL
SPECIFICATIONS

NORTH ALABAMA REGIONAL HOSPITAL IS A MENTAL ILLNESS FACILITY LOCATED

TERMS AND CONDITIONS

IN DECATUR, ALABAMA.

MEAL COMPONENTS SHALL BE PREPARED AT THE NORTH ALABAMA REGIONAL HOSPITAL'S FOOD SERVICE PRODUCTION SITE.

MEALS, INCLUDING SPECIAL DIETS, SHALL BE SERVED CAFETERIA STYLE FROM THE TRAY LINE.

A MINIMUM OF THREE (3) FOOD SERVICE EMPLOYEES ARE REQUIRED FOR THE SERVICE OF EACH MEAL. MORE SPECIFICALLY, A MINIMUM OF 2 EMPLOYEES WILL BE REQUIRED TO SERVE FROM THE TRAY LINE, AND AT LEAST 1 EMPLOYEE WILL BE WORKING IN THE DISH ROOM.

THE SUPPLIER'S MANAGEMENT TEAM FOR NARH SHALL BE A FOOD SERVICE MANAGER AND A LICENSED REGISTERED DIETITIAN. A MEMBER OF THE SUPPLIER'S MANAGEMENT TEAM WILL MONITOR THE TRAY LINE AT NARH AT LEAST ONCE A WEEK TO ENSURE QUALITY OF FOODS SERVED AND THAT ALL DIETS ARE SERVED CORRECTLY AND AS PRESCRIBED. ONE BREAKFAST, ONE LUNCH, AND ONE SUPPER MEAL WILL BE MONITORED AT A MINIMUM OF ONCE A MONTH. A WRITTEN REPORT OF THE MONITORING WILL BE SUBMITTED TO THE FACILITY IOP REPRESENTATIVE MONTHLY. THE WRITTEN REPORT WILL INCLUDE THE DATE, MEAL MONITORED, AND FINDINGS (I.E. PROBLEMS, PLAN OF CORRECTION, RECOMMENDATIONS FOR IMPROVEMENT, ETC.). IN ADDITION, THE SUPPLIER'S LICENSED REGISTERED DIETITICIAN SHALL COMPLETE REQUIRED QUALITY IMPROVEMENT ACTIVITIES AND SUBMIT WRITTEN REPORTS OF FINDINGS MONTHLY TO THE FACILITY REPRESENTATIVE FOR THE MEDICAL STAFF FOR REVIEW/ACTION.

FOOD WILL BE AVAILABLE FOR LATE ADMISSIONS, HOME VISITS/PASSES, AND TEMP VISITS OR DISCHARGES WHEN PATIENTS ARE TRAVELING LONG DISTANCES AND WILL OTHERWISE MISS A MEAL. THE SUPPLIER MUST SUPPLY, DELIVER, ROTATE, AND MAINTAIN A NINETY-SIX (96) HOUR DISASTER FOOD SUPPLY. THIS WILL BE STORED IN A DESIGNATED AREA AND MUST BE REMOVED AT THE END OF THE CONTRACT PERIOD. THIS SUPPLY WILL INCLUDE MEAL COMPONENTS FOR CONSISTENCY MODIFIED DIETS, AS WELL AS LIQUIDS FOR MEALS AND SNACKS. THE MENU AND AMOUNTS OF EACH FOOD ITEM WILL BE DETERMINED COOPERATIVELY BY FACILITY AND

TERMS AND CONDITIONS

SUPPLIER REPRESENTATIVES.

CONSUMABLE SUPPLY ITEMS SHALL BE PAID FOR BY THE FACILITY.

THE SUPPLIER WILL BE EXPECTED TO PROVIDE COFFEE AND OTHER BEVERAGE MAKING EQUIPMENT, BEVERAGE DISPENSERS, BLENDERS, FOOD PROCESSORS, TOASTERS, AND MICROWAVES. THE COST FOR THIS SERVICE SHALL BE INCLUDED IN THE PER MEAL COST.

THE SUPPLIER, AS PART OF THE GUARANTEED MEAL PRICE, WILL PROVIDE AN ADEQUATE SUPPLY OF TEA, COFFEE, COFFEE FILTERS, SUGAR, ARTIFICIAL SWEETENERS, COFFEE CREAMER, REGULAR AND ARTIFICIALLY SWEETENED JAM/JELLY, REGULAR AND ARTIFICIALLY SWEETENED SYRUP, SALT AND PEPPER.

PREPARED ICE WATER WILL BE PROVIDED AS A BEVERAGE OPTION AT EACH MEAL. ARTIFICIALLY SWEETENED TEA SHALL BE PROVIDED TO ALL PATIENTS AT THE LUNCH AND SUPPER MEALS DAILY.

THE SUPPLIER'S FOOD SERVICE DIRECTOR, OR DESIGNEE, WILL BE EXPECTED TO CONDUCT MONTHLY ENVIRONMENT OF CARE/SANITATION INSPECTIONS.

ALL PATIENTS WILL RECEIVE FAT-FREE MILK AS ONE COMPONENT OF THE BEDTIME SNACK UNLESS CONTRADICTED BY PHYSICIAN'S PRESCRIBED DIET, MILK ALLERGY, OR LACTOSE INTOLERANCE. A SUGAR-FREE PUNCH OR FRUIT FLAVORED BEVERAGE SHALL BE AVAILABLE WITH THE BEDTIME SNACK AS AN ALTERNATIVE. ALL COMPONENTS OF THE BEDTIME SNACK ARE CONSIDERED PART OF THE DAILY MEAL PLAN AND SHALL BE INCLUDED IN THE DAILY MEAL PRICE.

NUTRITIONAL SUPPLEMENTS SHALL BE PAID FOR BY THE FACILITY. THE ORDERING AND WAREHOUSING OF NUTRITIONAL SUPPLEMENTS WILL BE THE RESPONSIBILITY OF THE FACILITY.

SUPPLIER MAY NOT SUBSTITUTE MEAL OR SNACK COMPONENTS THAT HAVE BEEN PRESCRIBED BY THE PHYSICIAN. IF THE SPECIFICALLY PRESCRIBED ITEM(S) ARE NOT AVAILABLE THROUGH THE SUPPLIER'S PRIMARY VENDOR, THE SUPPLIER WILL BE EXPECTED TO OBTAIN THE ITEM(S) FROM AN ALTERNATE SOURCE.

TERMS AND CONDITIONS

PEANUT BUTTER WILL BE ALLOWED TO BE SERVED ONLY IN THE FORM OF PRE-PACKAGED PEANUT BUTTER/CRACKERS OR IN INDIVIDUALLY PACKAGED 1-2 OZ. CONTAINERS.

MARY STARKE HARPER GERIATRIC PSYCHIATRIC CENTER SPECIFICATIONS

MARY STARKE HARPER GERIATRIC PSYCHIATRY CENTER IS A PSYCHIATRIC HOSPITAL FOR INDIVIDUALS AGE 65+ LOCATED ON THE CAMPUS OF BRYCE HOSPITAL IN TUSCALOOSA, ALABAMA.

ALL MEALS SHALL BE PREPARED AT THE PARTLOW FOOD SERVICE KITCHEN AND TRANSPORTED TO THE HARPER CENTER IN APPROPRIATE VEHICLES AND FOOD TRANSPORT CONTAINERS IN ACCORDANCE WITH CENTER REQUIREMENTS AS WELL AS JCAHO, MEDICARE, MEDICAID AND OTHER APPLICABLE STANDARDS. MEAL DELIVERIES SHALL BE SCHEDULED BY THE HARPER CENTER IN ORDER TO MEET THE NEEDS OF THE PATIENTS, AS WELL AS FOOD HOLDING ITEMS SERVING TIMES AND TEMPERATURE REQUIREMENTS. VEHICLES MUST BE IN SANITARY CONDITION AND CONTAINERS MUST BE SEALED TO PROTECT FOOD ITEMS FROM OUTDOOR ELEMENTS, PEST AND/OR RODENTS. CONTAINERS MUST BE SPILL PROOF. THE SUPPLIER SHALL PROVIDE PROOF, METHOD AND FREQUENCY OF SANITIZING ALL INTERIOR SURFACES OF TRUCKS USED TO DELIVER FOOD ITEMS (INCLUDING CEILING, FOUR WALLS AND FLOORING OF THE BED OF THE TRUCK).

TRAY DELIVERY TO THE CONSUMER WILL BE CONDUCTED UNDER THE SUPERVISION OF THE FACILITY'S NURSING PERSONNEL.

THE PARTLOW DEVELOPMENT CENTER FOOD PRODUCTION SITE SHALL BE SUBJECT TO UNSCHEDULED, UNANNOUNCED INSPECTIONS BY THE HARPER CENTER INFECTION CONTROL DEPARTMENT, THE FACILITY REGISTERED DIETITIAN AND/OR THE FACILITY DIRECTOR.

THE SUPPLIER PERSONNEL WILL BE EXPECTED TO COMPLETE A MEAL SERVICE REPORT FOR EACH MEAL IN EACH DINING AREA INCLUDING:

1. INDIVIDUAL'S NAME COMPLETING REPORT
2. DATE

TERMS AND CONDITIONS

3. TIME OF FOOD ARRIVAL
4. TIME OF NOTIFICATION TO THE UNIT
5. TEMPERATURE LOGS
6. SHORTAGES
7. SUBSTITUTIONS
8. OTHER PERTINENT EVENTS

THE HARPER CENTER HAS THE RIGHT TO MAKE REVISIONS TO MENU ITEMS THAT ARE CONSIDERED INAPPROPRIATE FOR THE AGE AND DECLINING CONDITION OF GERIATRIC PSYCHIATRIC PATIENT.

THE SUPPLIER IS RESPONSIBLE FOR ENSURING THAT NO FOOD ITEM DELIVERED TO THE HARPER CENTER, REGARDLESS OF THE CONSISTENCY ORDERED, IS STANDING IN WATER/FLUID. THE USE OF SPOODLES TO DRAIN WATER/LIQUID FROM FOOD WILL BE MANDATORY. IN ADDITION, ANY FOOD ITEM THAT REDUCES TO A THIN WATERY CONSISTENCY WHEN MECHANICALLY ALTERED (WHETHER PUREED, GROUND, MECHANICAL SOFT) WILL BE THICKENED TO THE APPROPRIATE CONSISTENCY (SPECIFICALLY DEFINED AS MOIST WASHED POTATO CONSISTENCY) PRIOR TO DELIVERY TO THE HARPER CENTER; OR MUST BE OMITTED FROM THE MENU AT THE PARTLOW PRODUCTION SITE. IF ANY ITEM IS OMITTED DUE TO WATERY INAPPROPRIATE CONSISTENCY, IT IS MANDATORY THAT AN ITEM OF EQUAL NUTRITIONAL AND CALORIC VALUE BE SUBSTITUTED FOR EACH MEAL PRIOR TO DELIVERY TO THE HARPER CENTER. IN THE EVENT THAT WATERED DOWN FOOD ITEMS OR VEGETABLES NOT DRAINED OF EXCESS FLUID ARE DELIVERED TO THE HARPER CENTER, THE SUPPLIER WILL BE RESPONSIBLE FOR PROVIDING A MONETARY CREDIT ON THE NEXT CONSECUTIVE HARPER CENTER FOOD SERVICE BILL FOR THE ENTIRE DOLLAR AMOUNT OF THE COST PER MEAL FOR EACH MEAL DELIVERED IN VIOLATION OF THE CONSISTENCY REQUIREMENTS AS WRITTEN IN THIS PARAGRAPH.

THE SUPPLIER IS RESPONSIBLE FOR MAINTAINING IN STOCK AT ALL TIMES A VARIETY OF FOUR (4) DIFFERENT FLAVORS OF CARBONATED CAFFEINE FREE SOFT DRINKS IN PLASTIC CONTAINERS IN BOTH REGULAR AND SUGAR FREE (DIET) AVAILABILITY. THE VARIETY MUST BE APPROVED AND AGREED UPON BY THE HARPER CENTER FACILITY DIETITIAN AND/OR ADMINISTRATION.

THE SUPPLIER IS RESPONSIBLE FOR THE PROCUREMENT AND MAINTENANCE OF

TERMS AND CONDITIONS

ALL PRE-THICKENED LIQUIDS IN INDIVIDUAL SERVING CARTONS (IN NECTAR, PUDDING, AND HONEY CONSISTENCY) FOR BEVERAGES SPECIFIED IN THE PLANNED MENU AS WELL AS FOR HYDRATION NEEDS BETWEEN MEALS AND FOR ADMINISTRATION OF MEDICATIONS. MD ORDERS FOR PATIENTS REQUIRING A THICKENED CONSISTENCY WILL BE TRANSCRIBED AND DELIVERED TO THE SUPPLIER ON THE CURRENT DIET REQUEST FORM MHC-G018. THICKENED LIQUID ORDERS MUST BE PRINTED ON THE MEAL TICKET AND NOURISHMENT LIST FOR EACH PATIENT ORDERED TO HAVE THICKENED LIQUIDS.

THE SUPPLIER IS RESPONSIBLE FOR THE PROCUREMENT AND MAINTENANCE OF A HARPER CENTER APPROVED INSTANT THICKENER IN INDIVIDUAL PACKETS FOR HARPER STAFF TO THICKEN ANY BEVERAGES THAT ARE NOT AVAILABLE IN THE PRE-THICKENED FORM. THE INSTANT THICKENER PACKETS MUST BE AVAILABLE, THE SAME AS INDICATED IN THE PREVIOUS PARAGRAPH, FOR ALL PATIENTS WITH MD ORDERS FOR THICKENED LIQUIDS AND MUST BE AVAILABLE AS NEEDED TO THICKEN LIQUIDS DURING MEALS, BETWEEN MEALS, AND FOR MEDICATION ADMINISTRATION.

TWO COPIES OF AN ACCURATE UP-TO-DATE PATIENT DIET/NOURISHMENT LIST (LISTING EACH PATIENT BY NAME AND BY UNIT) WILL BE PROVIDED WEEKLY TO THE HARPER CENTER NUTRITIONAL SERVICES DEPARTMENT AND WILL INCLUDE THE FOLLOWING INFORMATION:

1. CURRENT DIET ORDER
2. SNACKS 8 TIMES/DAY
3. ALLERGIES/PREFERENCES
4. ITEMS ORDERED IN ADDITION TO CURRENT DIET
5. MEDICAL NUTRITIONAL SUPPLEMENTS ORDERED
6. POTENTIAL DRUG-NUTRIENT INTERACTIONS NOTATION
7. CONSISTENCY MODIFICATIONS FOR BEVERAGES (THICKENED LIQUIDS)
8. FLUID RESTRICTION ORDERS

FOUR COPIES OF THE COMPLETE WEEKLY MENU WITH ENLARGED EASY TO READ PRINT SHALL BE PROVIDED TO THE HARPER CENTER NUTRITIONAL SERVICES DEPARTMENT WEEKLY.

THE SUPPLIER MUST NOTIFY THE HARPER CENTER NUTRITIONAL SERVICES DEPARTMENT OF ANY MENU SUBSTITUTIONS WITH EXPLANATION IN WRITING.

TERMS AND CONDITIONS

SUBSTITUTIONS MUST BE OF EQUAL NUTRITION AND CALORIC VALUE OF THE ITEM BEING SUBSTITUTED AND MUST BE AN APPEALING/APPROPRIATE SUBSTITUTION.

THE DAILY MEAL PLAN CONSISTS OF 3 SNACKS ACCORDING TO THE HARPER CENTER SNACK MENU AND SCHEDULED SNACK TIMES. THE BEDTIME SNACK COST IS TO BE INCLUDED IN THE GUARANTEED COST PER MEAL. THE 10:00 AM AND 2:00 PM SNACK CALORIC/NUTRITIONAL VALUE MUST BE PROVIDED IN ADDITION TO THE REGULAR MENU AS PLANNED AND IS PAID FOR BY THE FACILITY. SNACKS SHALL BE PREPARED NO MORE THAN 12 HOURS PRIOR TO SERVICE. SNACK MENUS CAN BE REVISED AT THE DISCRETION OF THE HARPER CENTER DIETITIAN AND/OR ADMINISTRATION.

THE SUPPLIER MUST PROVIDE EVIDENCE OF COMPLETION OF SUCCESSFUL BACKGROUND CHECKS AND PHYSICAL EXAMINATIONS FOR ANY NEWLY HIRED EMPLOYEE AS REQUIRED IN THE GENERAL SPECIFICATION SECTION OF THE MAIN CONTRACT PRIOR TO ASSIGNMENT TO WORK IN THE HARPER CENTER AND/OR THE PARTLOW FOOD SERVICE PRODUCTION SITE.

THE FACILITY SHALL BE PROVIDED A CURRENT PRICE LIST FOR ALL "EXTRA" ITEMS AVAILABLE (SPECIAL REQUESTS, EVENTS, SNACKS, ETC.). PRICES SHALL NOT BE INCREASED WITHOUT PRIOR NOTIFICATION TO THE HARPER CENTER.

PATIENT MEAL TRAYS, SILVERWARE, BOWLS, GLASSES, COFFEE CUPS, SERVING UTENSILS, ETC. WILL BE WASHED/SANITIZED BY THE SUPPLIER IN THE HARPER CENTER DISH ROOM UTILIZING APPROVED PRODUCTS AND PROCEDURES. ANY OF THESE ITEMS THAT BECOME DAMAGED, STAINED, AND CRACKED OR PERMANENTLY STAINED MUST BE DISCARDED AND REPLACED BY THE SUPPLIER WHEN IDENTIFIED.

EACH CLIENT SHALL BE OFFERED ADEQUATE SUPPLY OF FLATWARE AS SPECIFIED BY THE FACILITY, APPROPRIATE FOR THE PRESCRIBED DIET, AT EACH MEAL. ANY EXCEPTIONS SHALL BE APPROVED BY THE FACILITY DIRECTOR AND THE SUPPLIER WILL BE NOTIFIED IN WRITING. AN INVENTORY OF FLATWARE SHALL BE TAKEN BEFORE EACH MEAL SERVICE PERIOD AND UPON COMPLETION OF MEAL SERVICE BY THE SUPPLIER. ANY MISSING FLATWARE MUST BE REPORTED TO HARPER CENTER NURSING SERVICE IMMEDIATELY AND PRIOR TO PATIENTS

TERMS AND CONDITIONS

EXITING THE DINING AREA-WITH DOCUMENTATION OF WHETHER THE MISSING ITEM WAS LOCATED AND WHERE IT WAS FOUND.

COFFEE WITH THE BREAKFAST MEAL AND TEA WITH THE LUNCH AND SUPPER MEAL SHALL BE PREPARED AT THE HARPER CENTER BY THE SUPPLIER WITH ADEQUATE SUPPLIES OF BULK TEA, BULK COFFEE, SUGAR/SUGAR SUBSTITUTE AND COFFEE CREAMER PROVIDED BY THE SUPPLIER AS PART OF THE GUARANTEED MEAL PRICE. ADEQUATE QUANTITY OF THE BEVERAGES SHALL BE PREPARED DAILY TO ALLOW FOR A 2ND CUP OF COFFEE AT BREAKFAST-OR TEA AT LUNCH/SUPPER IF REQUESTED BY A PATIENT. REQUESTED BY ANY PATIENT FOR A 2ND CUP OF COFFEE OR TEA MUST BE GRANTED AND AVAILABLE UNLESS MEDICALLY CONTRAINDICATED BY MD FLUID RESTRICTION ORDERS. FAILURE TO ACCOMMODATE PATIENT REQUEST FOR ADDITIONAL COFFEE OR TEA DUE TO INSUFFICIENT AMOUNTS AVAILABLE ENTITLES THE HARPER CENTER TO RECEIVE MONETARY CREDIT FOR THE COST OF THE PATIENT'S MEAL. A SUGAR FREE ARTIFICIALLY SWEETENED FRUIT DRINK SHALL BE AVAILABLE IN ADDITION TO THE STANDARD BEVERAGES AT EACH MEAL FOR PATIENTS WHO DO NOT DRINK COFFEE/TEA.

NO PEANUT BUTTER OR MEAT WITH BONES IS TO BE SERVED TO HARPER CENTER PATIENTS.

DISPOSABLE FLATWARE/DISHES SHALL BE USED ONLY WITH THE PERMISSION OF THE FACILITY. THE SUPPLIER AGREES TO CREDIT THE FACILITY FOR UNAUTHORIZED USE OF DISPOSABLES.

THE SUPPLIER WILL RECEIVE PHYSICIANS DIET ORDERS TRANSCRIBED ONTO FORM MHC-G018 FROM NURSING SERVICES OR THE FACILITY REGISTERED DIETITIAN/DESIGNEE.

THE SUPPLIER SHALL SUBMIT A WRITTEN PLAN OF CORRECTIVE ACTION FOR ALL IDENTIFIED (FACILITY OR REGULATORY AGENCY) INCIDENTS AND SANITATION CONCERNS. THE SUPPLIER WILL BE EXPECTED TO PROVIDE EVIDENCE OF THE EFFECTIVENESS OF THE CORRECTIVE ACTIONS.

THE SUPPLIER SHALL ORDER, STORE APPROPRIATELY (IN THE HARPER CENTER FOOD SERVICE DEPARTMENT), DISTRIBUTE (TO NURSING PERSONNEL/DESIGNEE) AND MAINTAIN ADEQUATE INVENTORY (PER HARPER CENTER NUTRITIONAL

TERMS AND CONDITIONS

SUPPLEMENT FORMULARY) OF THERAPEUTIC MEDICAL/NUTRITIONAL PRODUCTS UNDER THE DIRECTION OF THE HARPER CENTER REGISTERED DIETITIAN/DESIGNEE. THERE WILL BE NO ADDITIONAL CHARGE FOR THIS SERVICE. THERAPEUTIC NUTRITIONAL SUPPLEMENTS SHALL BE PAID FOR BY THE HARPER CENTER.

SUPPLIER IS TO MAINTAIN STORAGE CLOSETS, STEAM TABLES, HOT BOXES, COUNTER TOPS, TEA URNS, COFFEE MAKERS, MICROWAVE, FREEZERS AND REFRIGERATORS IN A CLEAN, ORDERLY MANNER AT ALL TIMES.

EMPLOYEE'S ARE TO PARK PERSONAL VEHICLES IN AVAILABLE PARKING LOT SPACES AND AT NO TIME ARE THEY TO BE PARKED IN THE LOADING DOCK BEHIND THE DINING ROOM.

A MEMBER OF THE SUPPLIER'S MANAGEMENT TEAM SHALL PARTICIPATE IN DESIGNATED COMMITTEES AT THE HARPER CENTER AND PROVIDE RESULTS OF MONITORING AND EVALUATION ACTIVITIES AS NEEDED FOR THE CENTER TO COMPLY WITH ALL CERTIFICATION STANDARDS. THE SUPPLIER SHALL PROVIDE A COPY OF THE QUALITY MANAGEMENT PROGRAM/PERFORMANCE IMPROVEMENT TO THE CENTER'S PERFORMANCE IMPROVEMENT DEPARTMENT AND THE HARPER CENTER FACILITY REGISTERED DIETITIAN.

THE SUPPLIER SHALL SUPPLY AN ALTERNATE MEAL CHOICE (ENTREE, VEGETABLE, BREAD, DESSERT) DAILY AT EACH MEAL FOR PATIENT'S WHO DISLIKE THE ITEMS BEING SERVED ON THE MENU.

THE SUPPLIER WILL SERVE NO PUREED OR GROUND RAW SALADS OR LETTUCE SALADS TO PATIENTS ON PUREED OR GROUND CONSISTENCY DIETS. APPROPRIATE SUBSTITUTIONS OF A FOOD ITEM OF EQUAL NUTRITIONAL AND CALORIC VALUE WILL BE MADE IN PLACE OF THE SALAD ITEM.

THE SUPPLIER WILL PROVIDE PREPARED ICE WATER FOR EACH PATIENT (12 OZ. CUP) AT EACH MEAL UNLESS OTHERWISE ORDERED BY THE PHYSICIAN, IN ADDITION TO BEVERAGES PLANNED TO BE SERVED ON THE DAILY MENUS.

EACH UNIT AT THE HARPER CENTER SHALL BE NOTIFIED OF ANY MEAL SERVICE DELAY OF FIVE MINUTES OR MORE AND INFORM THE HARPER CENTER STAFF OF

TERMS AND CONDITIONS

THE EXPECTED TIME OF MEAL SERVICE.

THE SUPPLIER'S MANAGEMENT SHALL COORDINATE WITH THE FACILITY REGISTERED DIETITIAN TO MEET AT LEAST MONTHLY OR MORE OFTEN IF NEEDED TO ADDRESS ANY FOOD SERVICE RELATED ISSUES.

THE SUPPLIER SHALL CONDUCT WEEKLY SANITATION INSPECTIONS OF THE DINING ROOM AND FOOD SERVICE AREA REPORT TO THE FACILITY REGISTERED DIETITIAN.

THE SUPPLIER SHALL SUBMIT A MONTHLY SAFETY REPORT TO THE FACILITY REGISTERED DIETITIAN TO INCLUDE CLIENT/STAFF INCIDENTS IN ADDITION TO EQUIPMENT MALFUNCTIONS FOR FAILURES.

THE SUPPLIER'S MANAGER OR SUPERVISOR SHALL BE RESPONSIBLE FOR MONITORING AND CHECKING ALL MEALS/SNACKS PRIOR TO DEPARTING THE PARTLOW PRODUCTION SITE TO ENSURE DIETS/SNACKS ARE SERVED CORRECTLY IN COMPLIANCE WITH THE PRESCRIBED DIET AND ARE APPROPRIATE IN QUANTITY AND QUALITY BY MANUALLY AND VISIBLY CHECKING ALL FOOD ITEMS ON A DAILY BASIS PRIOR TO BEING DELIVERED TO THE HARPER CENTER. ANY FOOD THAT HAS BEEN OVERCOOKED, BURNED, LOOKS SMELLS UNAPPEALING OR FOUND IN ANY WAY TO BE A SUBSTANDARD PRODUCT MUST BE SUBSTITUTED BY AN ACCEPTABLE PRODUCT. THE SUPPLIER AGREES TO SERVE DIETS THAT ARE ATTRACTIVE, WELL SEASONED, AT APPROPRIATE TEMPERATURE THAT HAVE BEEN PREPARED ACCURATELY IN A SANITARY ENVIRONMENT AT EACH MEAL AND SNACK.

THE HARPER CENTER WILL RECEIVE MONETARY CREDIT FOR ALL FOOD SHORTAGE OCCURRENCES IDENTIFIED.

THE SUPPLIER'S MAIN FOOD PRODUCTION SITE AS WELL AS THE FOOD SERVICE AREA AT THE HARPER CENTER SHALL BE SUBJECT TO UNSCHEDULED, UNANNOUNCED INSPECTIONS BY FACILITY REPRESENTATIVES AT ANY TIME.

THE SUPPLIER SHALL COMPLY WITH AND ADJUST FOOD SERVICES PROVIDED AS REQUESTED BY THE FACILITY REGISTERED DIETITIAN TO MEET ANY NEEDS THAT ARE SPECIFIC FOR THE GERIATRIC POPULATION OF THE HARPER CENTER. PATIENTS WHO ARE AGE 65 OR OLDER. THE HARPER CENTER RESERVES THE RIGHT

TERMS AND CONDITIONS

TO REFUSE ANY MENU ITEM AND/OR FOOD SERVICE PRACTICES THAT ARE CONTRAINDICATED OR INAPPROPRIATE FOR THE GERIATRIC PATIENT. THE SUPPLIER SHALL ACKNOWLEDGE THAT THE HARPER CENTER GERIATRIC/PSYCHIATRIC PATIENTS HAVE UNIQUE NUTRITIONAL NEEDS AND AGREES TO COORDINATE WITH THE FACILITY TO MEET THESE NEEDS APPROPRIATELY. THE HARPER CENTER HAS THE RIGHT TO COORDINATE WITH THE SUPPLIER TO PROVIDE SPECIAL MENU CHANGES (WITHIN BUDGET RESTRAINTS) TO IMPROVE FOOD SERVICES AND LEVEL OF SATISFACTION FOR THE HARPER CENTER PATIENTS.

THE SUPPLIER SHALL BE RESPONSIBLE FOR COORDINATING AND ASSISTING WITH THE FACILITY REGISTERED DIETITIAN IN THE MAINTENANCE OF A 4 DAY (96 HOUR) FOOD SUPPLY ON THE HARPER CENTER PREMISES FOR USE IN THE EVENT OF A DISASTER ACCORDING TO THE FACILITY DISASTER PREPAREDNESS MENU.

THE DELIVERY SYSTEM SHALL INCLUDE PROVISION FOR BULK DELIVERY ADEQUATE TO MAINTAIN CORRECT TEMPERATURES OF BOTH HOT AND COLD FOODS AND BEVERAGES TO INSURE THAT THE FOOD IS PALATABLE WHEN IT IS PRESENTED TO THE PATIENT.

THE SUPPLIER'S FOOD SERVICE TEAM LOCATED AT THE HARPER CENTER MUST

CONSIST OF THE FOLLOWING:

-ONE DINING ROOM SUPERVISOR SHALL BE ASSIGNED TO THE DINING ROOM DURING ALL OPERATING HOURS. THE SUPERVISOR WILL BE EXPECTED TO WORK A ROTATING SCHEDULE TO ENSURE FULL TIME COVERAGE/SUPERVISION OF FOOD SERVICE EMPLOYEES ON EACH SHIFT AND CONDUCT A CHECK SYSTEM TO VERIFY TRAY TICKET ACCURACY AND OBSERVE ALL FOOD/SNACKS FOR QUALITY/QUANTITY PURPOSES PRIOR TO SERVING TO PATIENTS. THE SUPPLIER IS RESPONSIBLE FOR SUBMITTING THE NAME OF THE SCHEDULED SUPERVISOR TO THE FACILITY DIETITIAN ON A REGULAR BASIS.

-ONE FULL TIME CERTIFIED DIETARY MANAGER SHALL BE ASSIGNED TO THE HARPER CENTER FOOD SERVICE AND WILL MANAGE ALL ASPECTS OF PROPER FOOD SERVICE ACCORDING TO PATIENTS' NEEDS, MD ORDERS AND SANITATION STANDARDS. THE CERTIFIED DIETARY MANAGER MUST BE A FULL TIME EMPLOYEE (40 HOURS/WEEK) MONDAY-FRIDAY AT THE HARPER CENTER.

TERMS AND CONDITIONS

-A MINIMUM OF THREE (3) FOOD SERVICE EMPLOYEES (TO COVER EACH SHIFT) IN ADDITION TO THE CERTIFIED DIETARY MANAGER. THEIR DUTIES SHALL INCLUDE NO LESS THAN: SETTING UP THE SERVING LINE, CHECKING/ MAINTAINING APPROPRIATE TEMPERATURES, MEAL SERVICE TO PATIENTS, CLEAN UP AFTER MEALS AS NEEDED IN ALL AREAS, INCLUDING EQUIPMENT, DISPOSAL OF WASTE, CLEANING OF DINING ROOM AREA (INCLUDING FLOORS, TABLES, CHAIRS, WALLS, WINDOWS), USE OF APPROVED GERMICIDAL AGENTS, POSTING OF MENUS, ATTEND ALL MANDATORY HARPER IN-SERVICE TRAINING AND MAINTAINING ALL RECORDS/LOGS REQUIRED AT EACH MEAL.

THE SUPPLIER SHALL BE RESPONSIBLE FOR PICKING UP SOILED FOOD TRANSPORT CONTAINERS, INSULATED TRAYS, SNACK COOLERS AND RETURNING THEM TO THE SUPPLIER'S FOOD PRODUCTION SITE FOR THOROUGH SANITATION AFTER EACH USE. SNACK COOLERS, FREEZER PACKS ARE PROVIDED BY THE SUPPLIER AND REPLACED WHEN WORN, DAMAGED, STAINED OR BROKEN. PROPER SANITATION SHOULD BE COMPLETED AFTER EACH USE.

THE SUPPLIER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL FOOD SERVICE EQUIPMENT.

FLUID RESTRICTIONS AS ORDERED MUST BE NOTED ON THE PATIENT'S TRAY TICKET AND WILL FOLLOW A STANDARD PLAN OF ALLOCATION OF FLUIDS PER 24 HOURS UNDER THE DIRECTION OF THE HARPER CENTER DIETITIAN AND THE SUPPLIER, UNLESS ORDERED OTHERWISE.

IN THE EVENT OF A CHANGE IN THE CURRENT SUPPLIER, THE EXITING SUPPLIER IS REQUIRED TO PROVIDE THE INCOMING SUPPLIER WITH ALL PATIENT INFORMATION/RECORDS, MENU INFORMATION, NUTRITIONAL ANALYSIS AND SNACK SCHEDULES TO AVOID ANY INTERRUPTION OF COMPLETE FOOD SERVICE TO THE HARPER CENTER PATIENTS.

BRYCE HOSPITAL SPECIFICATIONS

MEAL COMPONENTS SHALL BE PREPARED AT THE PARTLOW DEVELOPMENTAL

TERMS AND CONDITIONS

CENTER'S FOOD SERVICE PRODUCTION SITE.

TRAY DELIVERY SHALL INCLUDE LIMITED USE OF INDIVIDUAL INSULATED TRAYS. THESE TRAYS SHALL BE AVAILABLE BASED ON FACILITY REQUEST AT NO ADDITIONAL COST TO THE FACILITY.

PLASTIC CAN LINERS CAN ONLY BE PLACED IN GARBAGE CANS IN DINING/SERVICE LOCATIONS WHEN SUPERVISED BY THE SUPPLIER'S PERSONNEL. AT ALL OTHER TIMES, CAN LINERS MUST BE STORED IN A SECURED AREA.

NURSING SERVICE PERSONNEL SHALL NOTIFY THE SUPPLIER OF DIET ORDER INFORMATION ON A BRYCE HOSPITAL DIET REQUEST FOR (BH-2025).

EACH CUSTOMER SHALL BE OFFERED A FULL COMPLIMENT OF PLASTIC FLATWARE, APPROPRIATE FOR THE DIET, AT EACH MEAL. ANY EXCEPTIONS SHALL BE APPROVED BY THE FACILITY DIRECTOR AND THE SUPPLIER NOTIFIED IN WRITING.

THE SUPPLIER'S SENIOR REPRESENTATIVE (TUSCALOOSA AREA) SHALL MEET THE FACILITY LIAISON NO LESS THAN ONCE EACH WEEK.

REPRESENTATIVES FROM THE SUPPLIER'S MANAGEMENT TEAM SHALL MEET WITH OTHER FACILITY CONTACTS AS REQUESTED. THE LIAISON WILL COORDINATE MEETING TIMES TO ENSURE THE MOST SATISFACTORY TIMES AND DATES FOR ALL INVOLVED PARTIES.

A MEMBER OF THE SUPPLIER'S REGIONAL MANAGEMENT TEAM WILL MEET WITH THE FACILITY LIAISON NO LESS THAN QUARTERLY.

CONSUMABLE SUPPLY ITEMS SHALL BE PROVIDED AND PAID FOR BY THE FACILITY. THE SUPPLIER SHALL REQUISITION CONSUMABLE SUPPLY ITEMS FROM THE PARTLOW WAREHOUSE USING APPROVED FORMS ACCORDING THE FACILITY'S SCHEDULE. ALL REQUISITIONS WILL REQUIRE APPROVAL FROM THE FACILITY'S LIAISON.

THE SUPPLIER WILL BE EXPECTED TO PROVIDE COFFEE AND OTHER BEVERAGE MAKING EQUIPMENT, BEVERAGE DISPENSERS, TOASTERS, MICROWAVES, AND HOT

TERMS AND CONDITIONS

HOLDING EQUIPMENT FOR EACH SERVICE LOCATION. THE COST FOR THIS SERVICE SHALL BE INCLUDED IN THE PER MEAL COST.

THE SUPPLIER MUST SUPPLY, DELIVER, ROTATE, MAINTAIN, AND AT THE END OF THE CONTRACT PERIOD, REMOVE A FORTY-EIGHT (48) HOUR DISASTER FOOD SUPPLY FOR SEVEN HUNDRED INDIVIDUALS IN A DESIGNATED AREA ON THE BRYCE HOSPITAL CAMPUS. THIS SUPPLY WILL INCLUDE MEAL COMPONENTS FOR CONSISTENCY MODIFIED DIETS, AS WELL AS, LIQUIDS FOR MEALS AND SNACKS. THE MENU AND AMOUNTS OF EACH FOOD ITEM WILL BE DETERMINED COOPERATIVELY BY FACILITY AND SUPPLIER REPRESENTATIVES. (THIS EXPECTATION IS IN ADDITION TO DISASTER SUPPLIES MAINTAINED IN THE MAIN BODY OF THE CONTRACT.)

THE SUPPLIER'S MANAGEMENT WILL BE EXPECTED TO MAINTAIN NO LESS THAN A ONE WEEK SUPPLY OF NUTRITIONAL SUPPLEMENTS AND DISPOSABLE WARE FOR SIX (600) HUNDRED CONSUMERS IN A FACILITY PROVIDED ALTERNATE STORAGE LOCATION ON THE BRYCE HOSPITAL CAMPUS.

MEAL DELAYS OF FIVE (5) MINUTES OR LONGER SHALL BE REPORTED TO PATIENT CARE AREAS. NOTIFICATION WILL ALLOW TIME SENSITIVE MEDICATIONS TO BE HELD UNTIL THE APPROPRIATE TIME. SUPPLIER'S SERVICE LINE PERSONNEL WILL BE EXPECTED TO DOCUMENT NOTIFICATION OF MEAL DELAY(S) ON MEAL SERVICE REPORT FORMS.

DINING ROOM TABLES SHALL BE CLEANED BY THE SUPPLIER'S EMPLOYEES BEFORE ANOTHER DINER HAS THE OPPORTUNITY TO SIT AT A DIRTY TABLE. THIS WILL REQUIRE CLEANING OF TABLES WHILE CUSTOMERS ARE IN THE DINING AREA(S).

THE SUPPLIER'S FOOD SERVICE DIRECTOR, OR DESIGNEE, WILL BE EXPECTED TO CONDUCT MONTHLY ENVIRONMENT OF CARE/SANITATION INSPECTIONS THAT INCLUDE MEAL SERVICE OBSERVATIONS.

WATER WILL BE PROVIDED AS A BEVERAGE OPTION AT EACH MEAL. ARTIFICIALLY SWEETENED TEA OR FRUIT FLAVORED BEVERAGES SHALL BE PROVIDED TO ALL PATIENTS AT THE LUNCH AND SUPPER MEALS DAILY. (TEA MAY NOT BE LEMON FLAVORED.)

TERMS AND CONDITIONS

SUPPLIER MAY NOT SUBSTITUTE MEAL OR SNACK COMPONENTS THAT HAVE BEEN SPECIFICALLY PRESCRIBED BY THE ATTENDING PHYSICIAN. IF THE SPECIFICALLY PRESCRIBED MEAL OR SNACK COMPONENT IS NOT AVAILABLE THROUGH THE SUPPLIER'S PRIMARY VENDOR, THE SUPPLIER WILL BE EXPECTED TO OBTAIN THE ITEM(S) FROM AN ALTERNATE SOURCE. THE FACILITY'S CONTACT/LIAISON AND EACH AFFECTED AREA SHALL BE NOTIFIED PRIOR TO THE SCHEDULED RECEIPT TIME FOR ANY UNAVAILABLE PRODUCT IF IT CANNOT BE LOCATED. THE FACILITY'S NUTRITIONAL SERVICES DEPARTMENT SHALL ALSO RECEIVE WRITTEN NOTICE AND RECEIVE A CREDIT ON THE APPROPRIATE FOOD SERVICE INVOICE.

NUTRITIONAL SUPPLEMENTS SHALL BE PURCHASED AND PAID FOR BY THE FACILITY. THE ORDERING, REQUISITIONING, AND DELIVERY OF NUTRITIONAL SUPPLEMENTS (AND ALL WAREHOUSE ORDERS) TO SERVICE LOCATIONS WILL BE THE RESPONSIBILITY OF THE SUPPLIER. THERE SHALL BE NO ADDITIONAL FEE FOR THIS SERVICE. (REFERENCE CONSUMABLE SUPPLY ITEMS)

TERMS AND CONDITIONS

SUPPLIER AGREES TO MAINTAIN AND MAKE AVAILABLE ALL RECORDS, BOOKS, AUDIT WORKING PAPERS, ETC., RELEVANT TO FUNDS RECEIVED FROM DMH.

SAID RECORDS, BOOKS, ETC., SHALL BE READILY AVAILABLE TO DMH OR TO THE STATE OF ALABAMA EXAMINERS OF PUBLIC ACCOUNTS' REPRESENTATIVES UPON REQUEST.

PROPER DOCUMENTATION MUST BE OBTAINED/RETAINED FOR AT LEAST THREE (3) FISCAL YEARS BEYOND THE END OF THE CURRENT FISCAL YEAR IF 100% STATE FUNDED, AND FOR AT LEAST FIVE (5) YEARS IF FEDERALLY FUNDED.

SUPPLIER SHALL UTILIZE GENERALLY ACCEPTED PRINCIPLES AND PRACTICES IN THE MAINTENANCE OF ACCOUNTING RECORDS OF THE FOOD SERVICE OPERATION.

SUPPLIER SHALL PERMIT FACILITY, STATE, OR FEDERAL REPRESENTATIVES TO AUDIT ACCOUNTS, VERIFY ALL REPORTS, RECORDS, AND DATA, AND OBTAIN

TERMS AND CONDITIONS

- TAXES --
 SUPPLIER SHALL:
 (A) FURNISH AND PAY FOR ALL LICENSES AND TAXES IMPOSED UPON THE OPERATION, AND SUBMIT TAX REPORTS AND TAXES COLLECTED FROM ALL CASH SALES DERIVED FROM THE FOOD SERVICE OPERATION, AND
 (B) BE RESPONSIBLE FOR COLLECTING, DEPOSITING, AND ACCOUNTING FOR MONEYS COLLECTED FROM CASH SALES.
- CONTRACT PERFORMANCE --
 (A) THE DMH RETAINS THE RIGHT TO DETERMINE IF THE FOOD SERVICE OPERATIONS ARE BEING PERFORMED IN ACCORDANCE WITH THE CONTRACT PROVISIONS.
 (B) IF SERVICE IS FOUND TO BE LACKING IN ANY WAY, THE DMH WILL NOTIFY THE SUPPLIER UTILIZING THE COMPLAINT RESOLUTION PROCEDURES LISTED PREVIOUSLY MANDATED AND INVOKE ANY PENALTIES AS SO HEREIN.
 (C) IF PROBLEMS ARE NOT CORRECTED TO THE FULL SATISFACTION OF THE DMH, THE CONTRACT MAY BE CANCELLED.
 (D) CANCELLATION NOTICE WILL BE ISSUED BY THE DMH'S PURCHASING OFFICE AND THE SUPPLIER SHALL BE GIVEN SIXTY (60) DAYS WRITTEN NOTICE THAT THE CONTRACT HAS BEEN CANCELLED.
 (E) UPON TERMINATION OF THE CONTRACT, THE SUPPLIER SHALL CONTINUE TO PERFORM REQUIRED SERVICES TO THE DMH AND THE CUSTOMERS SERVED ACCORDING TO THE STANDARDS MANDATED BY THIS CONTRACT UP TO AND INCLUDING THE LAST HOUR OF THE LAST DAY SERVICES ARE EXPECTED TO BE PERFORMED.
2. PEACEABLY SURRENDER POSSESSION OF THE PREMISES AND ALL PROPERTY OF EVERY KIND FURNISHED BY THE FACILITY IN AS GOOD ORDER AS WHEN RECEIVED, TAKING INTO CONSIDERATION ORDINARY WEAR, TEAR, AND DEPRECIATION, AND
 3. CONDUCT A JOINT INVENTORY OF SAID PROPERTY JOINTLY WITH THE FACILITY UPON TERMINATION.

CONTRACT AMENDMENT:

- (A) THE CONTRACT MAY BE AMENDED BY THE DMH BY MUTUAL AGREEMENT OF BOTH PARTIES TO ACCOMMODATE ANY CHANGES IN STANDARDS SET FORTH IN THE CONTRACT, FOR INCREASED EFFICIENCY, ECONOMY, OR IMPROVED

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- SERVICE.
- (B) ANY SERVICE PROPOSED BEYOND THE SCOPE OF THIS CONTRACT MUST BE SUBMITTED IN WRITING TO THE DMH FOR WRITTEN APPROVAL PRIOR TO ANY IMPLEMENTATION BY SUPPLIER.
 - (C) THE CONTRACT MAY BE AMENDED:
 - 1. TO INCLUDE ADDITIONAL FACILITIES OF THE DMH OR
 - 2. IF THE DMH DETERMINES THAT IT IS IN THE BEST INTEREST OF THE DMH TO CEASE OPERATION OF A FACILITY OR FACILITIES.
 - (D) AMENDMENTS TO THE CONTRACT SHALL BE ISSUED IN WRITING FROM THE DMH'S PURCHASE OFFICE.

SUBCONTRACTING -
 THE SUPPLIER SHALL NOT SUBCONTRACT ANY PORTION OF THE CONTRACT TO ANY OTHER COMPANY OR PROCESSOR WITHOUT PRIOR WRITTEN APPROVAL OF THE DMH.

PERFORMANCE GUARANTEE -
 SUPPLIER AGREES TO OBTAIN WITHIN TEN (10) DAYS OF NOTICE OF AWARD AND SUBMIT TO DMH A PERFORMANCE BOND, PAYABLE TO THE DEPARTMENT OF MENTAL HEALTH, IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00) AND MAINTAIN SAID BOND THROUGHOUT THE PERIOD OF THE CONTRACT.

BID REQUIREMENTS

- SITE VISITS -
- (A) SITE VISITS ARE REQUIRED AND MUST BE COMPLETED BEFORE THE BEGINNING OF THE PRE-BID CONFERENCE.
 - (B) THE FACILITY CONTACT PERSON PREVIOUSLY IDENTIFIED IS THE ONLY PERSON AUTHORIZED TO SCHEDULE SITE VISITS.
 - (C) SITE VISITS SHALL BE SCHEDULED WITH THE FACILITY POINT OF CONTACT TO CREATE THE LEAST POSSIBLE DISRUPTION TO MEAL SERVICE AND THE CONSUMERS SERVED.
 - (D) BIDDERS MUST BE ESCORTED BY FACILITY CONTACT PERSON OR DESIGNATED ALTERNATE.

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- (E) SITE VISITS SHOULD INCLUDE, BUT NOT BE LIMITED TO:
1. EXAMINATION OF THE KITCHEN FACILITIES AND EQUIPMENT;
 2. EXAMINATION OF THE DINING FACILITIES AND RELEVANT FURNISHING;
 3. KNOWLEDGE OF DELIVERY AREAS AND RELEVANT CONDITIONS; AND
 4. KNOWLEDGE OF CUSTOMER POPULATION, DIET REQUIREMENTS, AND FOOD PREFERENCES.
- (F) A MANDATORY PRE-BID CONFERENCE WILL BE CONDUCTED ON OCTOBER 19, 2010, AT 10:00 AM
- (G) THIS CONFERENCE WILL BE LOCATED AT 100 NORTH UNION STREET, SUITE 567, MONTGOMERY, ALABAMA 36104

REFERENCE -

- (A) EACH BIDDER MUST PROVIDE AT LEAST ONE WRITTEN REFERENCE FROM A CURRENT OR PREVIOUS CUSTOMER WITH EVIDENCE OF A SUCCESSFUL CONTRACT ASSOCIATION.
- (B) THE EVIDENCE MUST VERIFY THAT THE CONTRACT WAS WITH CUSTOMERS OF COMPARABLE VOLUME, SERVICE REQUIREMENTS, AND CONSUMER DIVERSITY.
- (C) REFERENCE(S) SHOULD BE SUBMITTED WITH THE BIDDER'S BID PROPOSAL.

BIDDER'S GUARANTEE:

- (A) A CERTIFIED CHECK OR BID BOND PAYABLE TO THE DEPARTMENT OF MENTAL HEALTH IN THE AMOUNT
1. NOT LESS THAN FIVE (5) PERCENT OF THE AMOUNT OF BID BUT
 2. IN NO EVENT MORE THAN TEN THOUSAND DOLLARS AND NO CENTS (\$10,000.00).
- (B) THE BID BOND MUST ACCOMPANY THE BIDDER'S PROPOSAL.
- BID CLARIFICATIONS:
- (A) ALL MEALS HAVE BEEN CONVERTED TO REGULAR MEALS.
1. THE FACILITY SHALL BE AUTHORIZED TO PAY TWO (2) TIMES THE GUARANTEED REGULAR MEAL COST FOR DOUBLE PORTION MEALS.
 2. THE FACILITY SHALL PAY THREE (3) TIMES THE GUARANTEED REGULAR MEAL COST FOR TRIPLE PORTION MEALS.
 3. FOR THE 3800 CALORIE (LARGE) MEAL, THE FACILITY SHALL BE AUTHORIZED TO PAY ONE AND ONE HALF (1 1/2) TIMES THE GUARANTEED REGULAR MEAL COST.

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- (B) TO OFFER A BID PROPOSAL FOR COMPLETE FOOD SERVICE OPERATION FOR THE DMH. THE BIDDER SHOULD SHOW THE GUARANTEED COST PER REGULAR MEAL FOR EACH YEAR OF THE CONTRACT.
- (C) THE GUARANTEED COST PER MEAL SHOULD BE BASED UPON THE DMH'S BEST ESTIMATE OF MEALS TO BE SERVED AND SHOULD BE INCLUDED IN THE SPACE PROVIDED BELOW.

MAINTENANCE AGREEMENT

PHYSICAL PLANT -

- (A) MAINTENANCE AGREEMENTS APPLY ONLY TO
1. PARTLOW DEVELOPMENTAL CENTER,
 2. BRYCE HOSPITAL, AND
 3. TAYLOR HARDIN SECURE MEDICAL FACILITY.
- (B) SUPPLIER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL EQUIPMENT TO INCLUDE:
1. MAINTENANCE AND REPAIR OF ALL PRODUCTION (PARTLOW ONLY) AND SERVICE EQUIPMENT;
 2. REPAIR SERVICE MUST BE AVAILABLE SEVEN (7) DAYS A WEEK;
 3. CLEANING ALL SERVICE EQUIPMENT AND ALL AREAS OF THE FOOD SERVICE BUILDING (PARTLOW) OR SERVICE AREAS (BRYCE HOSPITAL AND TAYLOR HARDIN) TO INCLUDE:
 - A. REMOVAL OF FOREIGN OBJECTS FROM LIGHT FIXTURES.
 - B. VISIBLE DUST FROM VENTS AND CEILINGS, AND
 - C. BATHROOMS LOCATED IN THE FOOD SERVICE BUILDING (PARTLOW ONLY); AND
 4. THE FACILITY SHALL BE RESPONSIBLE FOR CONCERNS IDENTIFIED WITHIN STRUCTURAL WALLS, ABOVE THE CEILING, AND BELOW THE FLOORS.

UTILITIES -

- (A) UTILITIES (AS APPLICABLE. WATER, STEAM, GAS, ELECTRICITY) SHALL BE RESPONSIBILITY OF THE FACILITIES.
- (B) TELEPHONE SERVICE WILL BE PROVIDED FOR THE SUPPLIER'S USE IN THE SERVICE AREAS AND KITCHEN AT PARTLOW DEVELOPMENTAL CENTER.

(INSERT FILE CALLED DIETARYTERMSCONT.PDF)

THE NUMBER OF LINES IS DETERMINED BY THE FACILITY AND CURRENTLY ARE AVAILABLE IN EACH OFFICE AREA. ANY ADDITIONAL LINES REQUESTED BY THE CONTRACTOR/SUPPLIER WILL BE INSTALLED BY THE FACILITY CONTRACTOR AND BILLED TO THE CONTRACTOR/SUPPLIER. INTERNET LINES ARE AVAILABLE FOR THE CONTRACTOR/SUPPLIER AT PARTLOW DEVELOPMENTAL CENTER, IN PRE-DESIGNATED AREAS (OFFICES). THE CONTRACTOR/SUPPLIER IS RESPONSIBLE FOR CONTRACTING WITH AN INTERNET SERVICE PROVIDER FOR SERVICE TO THESE LINES. ANY ADDITIONAL LINES REQUESTED BY THE CONTRACTOR/SUPPLIER WILL BE INSTALLED BY THE FACILITY CONTRACTOR AND BILLED TO THE SUPPLIER.

(C) TELEPHONE SERVICE WILL BE PROVIDED FOR THE SUPPLIER'S USE IN SERVICE AREAS BY THE FACILITY AT BRYCE HOSPITAL; HOWEVER, NON-LOCAL CALLS WILL BE THE RESPONSIBILITY OF CONTRACTOR/SUPPLIER.

(D) PEST CONTROL WILL BE PROVIDED BY THE FACILITY INCLUDING:

1. SUPPLIER'S COMPLIANCE WITH ALL EXPECTATIONS OUTLINED IN THE FOOD SERVICE CONTRACT AS DESCRIBED HEREIN AND EXERCISE ALL EFFORTS TO PREVENT INSECT AND/OR RODENT INFESTATION AND
2. REPORT THE NEED FOR SERVICES TO THE CONTRACTOR/SUPPLIER'S DESIGNATED CONTACT.

Bid Proposal for The Department of Mental Health:

Food Service, Guaranteed Price Per Meal: _____

**Food Service, Preparation/Handling Fee if any for
Snack items (all facilities)** _____

Exhibit E

MINIMUM MAINTENANCE PLANT/OPS TERMS FOR ALL FACILITIES:

THE CONTRACTOR SHALL PROVIDE MAINTENANCE SERVICES AT ALL FACILITIES AND OUT BUILDINGS AS REQUIRED BY DMH. THE CONTRACTOR SHALL FURNISH ALL LABOR, SUPERVISION, MANAGEMENT, SUPPORT, APPROPRIATE TRANSPORTATION TO HANDLE HEAVY EQUIPMENT AND MATERIALS TO PROVIDE A COMPLETE HOSPITAL PLANT OPERATIONS/MAINTENANCE MANAGEMENT SYSTEM, AS DESCRIBED HEREIN, AND SUPPLEMENTED BY HOSPITAL'S POLICY AND PROCEDURES REGARDING THE MAINTENANCE DEPARTMENT.

LISTED BELOW ARE THE GENERAL REQUIREMENTS FOR SERVICES THAT DMH EXPECTS THE CONTRACTOR TO PROVIDE. THESE SPECIFICATIONS ARE NOT INTENDED TO COVER ALL ASPECTS OF A SUCCESSFUL PLANT OPERATIONS / MAINTENANCE SERVICE OPERATION. THE DMH EXPECTS THE MAINTENANCE OPERATION TO BE CONDUCTED IN ACCORDANCE WITH INDUSTRY STANDARDS AND ALL APPLICABLE GOVERNMENTAL REGULATIONS WHETHER EXPRESSED SPECIFICLY HEREIN OR NOT. SERVICES MUST BE PROVIDED TO ENSURE CONTINUOUS COMPLIANCE WITH THE JOINT COMMISSION (TJC), OSHA, MEDICARE, MEDICAID, HIPAA, AND TITLE XIX STANDARDS / INTERPRETATIONS.

CONTRACTOR SHALL MANAGE, SUPERVISE AND OPERATE THE MAINTENANCE DEPARTMENT AT DMH HOSPITALS IN ACCORDANCE WITH THIS ADDENDUM (INCLUDING ALL SCHEDULES ATTACHED HERETO), AND SHALL PROVIDE THE FOLLOWING SERVICES:

A. SERVICES COVERED:

1. PLANT OPERATION / MAINTENANCE SERVICES AT ALL FACILITIES SHOWN AND DESCRIBED IN ITB ATTACHMENT C AND LISTED IN EXHIBIT A OF THIS DOCUMENT.
2. THIS IS INCLUDES MANAGEMENT OF SAID MAINTENANCE PROGRAMS IN A LIKE MANNER AS THE SERVICES DESCRIBED IN ATTACHMENT A & D OF THE ITB, SECTIONS RELATED TO PLANT /MAINTENANCE OPERATIONS AND CURRENT STANDARDS OF PREVENTIVE MAINTENANCE AT SAID FACILITIES.

B. STANDARDS:

SUPPLIER IS REQUIRED TO BE KNOWLEDGEABLE OF AND IN COMPLIANCE WITH ESTABLISHED STANDARDS FOR MAINTENANCE AND PLANT OPERATIONS. THESE SHALL INCLUDE, BUT NOT LIMITED TO THE FOLLOWING:

- A) CURRENT STANDARDS FOR PSYCHIATRIC FACILITIES BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS INCLUDING HOSPITALS, LONG-TERM CARE, MENTAL HEALTH CARE, AND SUBSTANCE ABUSE.
- B) TITLE XVIII: MEDICARE STANDARDS FOR PLANT OPERATIONS SERVICES IN HOSPITALS, CURRENTLY APPLICABLE.
- C) TITLE XIX: MEDICAID STANDARDS, INTERMEDIATE CARE FACILITIES, HOSPITALS, AND INTELLECTUAL / DEVELOPMENTAL DISABILITIES, CURRENTLY APPLICABLE, INCLUDING, TEMPERATURE LOGS ON ALL HEATING AND REFRIGERATION UNITS, DISHWASHERS AND TRAY LINE TEMPERATURES.
- D) STATE OF ALABAMA DEPARTMENT OF LIFE SAFETY.
- E) ALL LAWS, ORDINANCES, REGULATIONS, ORDERS, AND DIRECTIVE ISSUED BY A PUBLIC HEALTH AGENCY OR OTHER REGULATORY AGENCY, INCLUDING OSHA, RELATED TO THE SAFE OPERATIONS OF HOSPITALS.

COMPLIANCE WITH APPLICABLE FEDERAL, STATE, AND FACILITY REGULATIONS IS MANDATORY.

THE SUPPLIER'S ON-SITE MANAGEMENT TEAM SHALL IMMEDIATELY INFORM THE FACILITY AND THE CONTRACTOR'S CORPORATE SUPPORT PERSONNEL OF ANY VIOLATIONS OF APPLICABLE REGULATIONS AND SHALL IMMEDIATELY MAKE CHANGES NECESSARY FOR COMPLIANCE.

THE CONTRACTOR'S CORPORATE/REGIONAL LEVEL REPRESENTATIVE SHALL IMMEDIATELY NOTIFY THE DMH IN WRITING OF ANY STANDARD(S) WHICH THE CONTRACTOR CANNOT BE IN TOTAL COMPLIANCE WITH AT ANY TIME DURING THE CONTRACT PERIOD.

STANDARDS / MANAGEMENT TEAM: EACH FACILITY'S CONTRACTOR'S MANAGEMENT TEAM SHALL RECEIVE TRAINING PROVIDED BY THE CONTRACTOR'S REGIONAL TEAM, REGARDING THE APPROPRIATE STANDARDS FOR EACH REGULATORY AGENCY THAT IS APPLICABLE TO THAT FACILITY. THE CONTRACTOR SHALL PROVIDE EACH FACILITY WITH EVIDENCE OF SAID ANNUAL TRAINING EACH CALENDAR YEAR.

REPRESENTATIVES FROM THE SUPPLIER'S CORPORATE OFFICE SHALL CONDUCT PERIODIC (NO LESS THAN BIANNUALLY) INSPECTIONS OF EACH FACILITIES PLANT OPERATION TO ENSURE CONTINUAL COMPLIANCE WITH INDUSTRY STANDARDS. WHEN DEFICIENCIES ARE FOUND AND REPORTED BY THE DMH OR GOVERNMENTAL REGULATORY AGENCIES, THE CONTRACTOR'S ON-SITE PERSONNEL SHALL IMMEDIATELY MAKE NECESSARY CHANGES TO COMPLY WITH REGULATIONS.

C FINES AND PENALTIES:

DEFICIENCIES IDENTIFIED BY REGULATORY AGENCY INSPECTIONS SHALL BE PROVIDED TO THE DMH'S PURCHASING DEPARTMENT AND FACILITY DIRECTOR AND ANY/ALL FACILITIES SERVICED BY THE AFFECTED LOCATION. IF REGULATORS CITE DEFICIENCIES, MONETARY FINES MAY BE LEVIDED BY THE DMH IN AMOUNTS UP TO THE ACTUAL FINE IMPOSED UPON THE DMH.

THE CONTRACTOR SHALL SUBMIT BI-ANNUAL REPORTS OF THESE INSPECTICES TO THE DMH'S PURCHASING DEPARTMENT AND EACH FACILITY ON OR BEFORE DECEMBER 1 AND JUNE 1 OF EACH CALENDAR YEAR. THIS REPORT SHALL DETAIL EACH STANDARD IDENTIFIED AS NONCOMPLIANT WITH INDUSTRY STANDARDS AND INCLUDE A CORRESPONDING PLAN OF CORRECTIVE ACTION FOR EACH NON-COMPLIANT STANDARD(S).

THE FACILITY RESERVES THE RIGHT TO OBSERVE THE MAINTENANCE SERVICE FOR COMPLIANCE WITH ALL APPLICABLE GOVERNMENTAL REGULATIONS, LIFE SAFETY CODE SERVICE SPECIFICATIONS, AND CONTRACTOR'S POLICIES AND PROCEDURES.

WHEN DMH REPRESENTATIVES (TO INCLUDE THE FACILITY DIRECTOR, ANY SAFETY OFFICERS, INFECTION CONTROL REPRESENTATIVES, ADMINISTRATIVE PERSONNEL, ETC) OBSERVE A REPEATED/RECURRING DEFICIENCY (CONTRACTOR FACILITATED OR RESPONSIBLE) REPEATED THREE (3) OR MORE TIMES WITHIN A ROTATING CALENDAR YEAR, THE DMH MAY IMPOSE A MONETARY FINE OF UP TO \$1,000 FOR THE OCCURRENCE AND UP TO \$500.00 FOR EACH WEEK THEREAFTER UNTIL THE MAINTENANCE OPERATION IS IN COMPLIANCE. RESOLUTION OF REPATED/RECURRING DEFICIENCIES SHALL BE ADDRESSED THROUGH ESTABLISHED COMMUNICATION CHANNELS UP TO AND INCLUDING THE COMPLIANT AND RESOLUTION PROCESS.

FINES: FINES MAY ALSO BE LEVIED FOR SYSTEMIC OR RECURRING PROBLEMS, THOSE THAT THREATEN THE SAFETY AND SECURITY OF THE INDIVIDUALS SERVED AND/OR THOSE IN CONFLICT WITH EITHER OR BOTH THE DMH'S AND FACILITY'S MISSION AND VISION, CONCERNS MAY NOT NECESSARILY BE LIMITED TO ONE FACILITY, WHEN THE SAME PROBLEM IS REPORTED BY MORE THAN ONE FACILITY.

IV. POLICIES AND PROCEDURES:

THE CONTRACTOR SHALL HAVE WRITTEN POLICIES AND PROCEDURES WHICH ARE ACCEPTABLE TO THE DMH, FACILITY AND CERTIFYING AUTHORITIES.

1. A POLICY AND PROCEDURE MANUAL SHALL BE PRESENTED TO EACH FACILITY WITHIN ONE WEEK OF THE CONTRACT AWARD. MORE SPECIFIC POLICIES WILL BE REQUIRED TO MEET FACILITY EXPECTATIONS. THESE POLICIES MUST BE DEVELOPED AND PRESENTED TO EACH FACILITY NO LATER THAN END OF THE FIRST MONTH OF CONTRACT OPERATIONS. POLICIES MUST BE REVIEWED AND REVISED AS NEEDED NO LESS THAN EVERY TWO (2) YEARS OR AS NECESSARY TO MEET REGULATORY AGENCY STANDARDS.
2. THE CONTRACTOR'S PROPOSED MANUAL WILL BE REVIEWED BY THE DMH, FACILITY AND ANY OTHER REPRESENTATIVE TO ENSURE "ACCEPTABILITY."
3. THE CONTRACTOR SHALL MAINTAIN CONSTANT COMPLIANCE WITH ACCEPTED POLICIES AND PROCEDURES.
4. THE CONTRACTOR SHALL IMMEDIATELY CORRECT ANY DEFICIENCY FOUND BY THE DMH. POLICY AND PROCEDURE MANUALS SHALL BE REVIEWED IN ACCORDANCE WITH INDUSTRY STANDARDS AND AVAILABLE TO THE FACILITY AT ALL TIMES.
5. FAILURE TO PROVIDE ACCEPTABLE POLICIES AND PROCEDURES OR THE FAILURE TO COMPLY WITH POLICIES AND PROCEDURES SHALL BE DEEMED NON-PERFORMANCE OF THE CONTRACT AND MAY RESULT IN CANCELLATION OF THE CONTRACT.
6. THE CONTRACTOR'S DIRECTOR FOR EACH FACILITY SHALL BE RESPONSIBLE FOR ENSURING POLICY AND PROCEDURE MANUALS ARE MAINTAINED AND UPDATED TO COMPLY WITH REGULATORY AGENCY STANDARDS.

- 7.THE CONTRACTOR MUST PROVIDE DOCUMENTED EVIDENCE THAT EMPLOYEES RECEIVE TRAINING REGARDING POLICIES AND PROCEDURES AT THE POINT OF HIRE, AS POLICIES ARE UPDATED, AND ANNUALLY.
- 8.THE CONTRACTOR MUST COMPLY WITH DMH POLICIES AND PROCEDURES. IF DISSIMILARITY BETWEEN THE DMH POICIES AND THE CONTRACTOR MANUAL IS FOUND, THE SUPPLIER WILL COMPLY WITH THE DMH POLICY.

V. COMPLIANT AND RESOLUTION PROCESS:

- 1.THE CONTRACTOR MAY BE REQUESTED TO CONDUCT SPECIAL MONITORING AT ANY POINT DURING THE CONTRACT PERIOD BASED ON INTERNAL AUDITS OR INSPECTIONS, CUSTOMER CONCERNS, REGULATORY AGENCIES DEFICITS/ OR INSPECTIONS, CUSTOMER CONCERNS, REGULATORY AGENCIES DEFICITS/ RECOMMENDATIONS FOR IMPROVEMENT, ETC.
- 2.AT THE CONCLUSION OF THE MONITORING PERIOD, THE CONTRACTOR SHALL PROVIDE THE FACILITY AND THE DMH PURCHASING OFFICE WITH A WRITTEN REPORT OF THE FINDINGS ALONG WITH A PLAN OF CORRECTIVE ACTION.
- 3.IF THE CONTRACTOR FAILS TO CONSISTENTLY COMPLY WITH THEIR PLAN OF CORRECTIVE ACTION AND SHOW SUCCESSFUL RESOLUTION OF THE FACILITY'S AREA OF CONCERN FOLLOWING A SERIES OF DISCUSSIONS WITH THE SUPPLIER'S MANAGEMENT TEAM, THE FACILITY SHALL ISSUE A COMPLIANT AND RESOLUTION REPORT.
- 4.THE CONTRACTOR SHALL DETERMINE AND NOTE ON REPORT THE APPROPRIATE ACTIONS AND TIMETABLE FOR COMPLIANCE.

VI. FACILITY REQUIREMENTS:

- 1.CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MAINTENANCE, REPAIRS, INSPECTIONS, LIGHT CONSTRUCTION OF ENTIRE PHYSICAL PLANT OF EACH FACILITY WHICH INCLUDES BUT IS NOT LIMITED TO STRUCTURES, EQUIPMENT, LOCK SYSTEMS, PAINTING, GROUNDS, UTILITY SYSTEMS AND VEHICLES.
- 2.CONTRACTOR WILL USE A SYSTEM (EITHER PROVIDED BY CONTRACTOR AND INCLUDED IN PRICING) OR THE DMH OWNED SYSTEM IN ORDER TO RECEIVE, TRACK, AND ACT UPON WORK ORDERS SUBMITTED FOR ROUTINE AND/OR EMERGENCY REPAIRS.

3. CONTRACTOR WILL RESPOND IN A TIMELY FASHION TO ANY AND ALL ENVIRONMENT OF CARE COMPLAINTS IN ORDER TO MAINTAIN A SAFE ENVIRONMENT .
4. CONTRACTOR WILL MAINTAIN CURRENT FACILITY / PLANT SUBCONTRACTS IN ORDER TO ENSURE PROPER PREVENTIVE MAINTENANCE OF ANY OUTSOURCED PREVENTIVE MAINTENANCE WORK. CURRENT FACILITIES OUTSOURCE HVAC SYSTEM MAINTENANCE, ELEVATOR REPAIR AND PM'S, AND SPRINKLER SYSTEM PM'S ALONG WITH VARIOUS OTHER SYSTEMS. THESE CONTRACTS WILL BE REVIEWED BY THE FACILITY DIRECTOR AND/OR HIS HER DESIGNEE FOR RENEWAL UPON TERMINATION.

VII. **EQUIPMENT / BUDGET:** CONTRACTOR SHALL MAINTAIN ALL EQUIPMENT WITHIN THE BUDGET AS SET BY THE DMH AND FACILITY. THIS BUDGET WILL BE DISCUSSED UPON CONTRACT APPROVAL. ALL REPAIRS WILL BE APPROVED BY FACILITY DESIGNEE OVER \$500.00. ALL CURRENT SERVICE CONTRACTS WILL BE REVIEWED BY CONTRACTOR AND FACILITY DESIGNEE TO ENSURE BEST PRICING APPROACH TO ANY SERVICES AGREEMENT MAINTAINED BY THE MAINTENANCE / PLANT OPERATIONS DEPARTMENT.

1. ANY REPAIRS OVER \$500.00 WILL BE REVIEWED AND APPROVED BY FACILITIES BEFORE THE REPAIR TAKES PLACE.
2. ALL REPAIR QUOTES AND REQUESTS FOR PAYMENT (PURCHASE ORDERS) WILL FOLLOW CURRENT FACILITY POLICY AND PROCEDURES AND WILL BE APPROVED BY FACILITY PERSONNEL.
3. ANY REPAIRS OVER \$1,000 WILL BE REVIEWED AND APPROVED BY ENGINEERING DIRECTOR, BOBBY D. WHITE AND BRYCE HOSPITAL AND OR HIS/HER DESIGNEE.

VIII. **PERSONNEL:** AS DESCRIBED IN SECTION 5. PARAGRAPH A. OF THE ABOVE MASTER AGREEMENT, CURRENT FACILITY MAINTENANCE STAFF WILL BE GIVEN FIRST PREFERENCE FOR HIRE TO CONTRACTOR SERVICE FOR THE PROVISION OF MAINTENANCE SERVICES AT EACH FACILITY. CONTRACTOR WILL PROVIDE APPROPRIATE TRAINING ON CONTRACTOR'S CORPORATE POLICIES AND PROCEDURES TO SAID EMPLOYEES.

1. CONTRACTOR WILL PROVIDE ITS OWN TIMEKEEPING SYSTEM IN ORDER TO TRACK EMPLOYEE TIME AND ATTENDANCE AND WILL BE ABLE TO PRODUCE REPORTS SHOWING TIME WORKED TO EACH FACILITY AND THE DMH.
2. CONTRACTOR AGREES AND UNDERSTANDS THAT CURRENT ENGINEERING DIRECTOR, BRYCE, BOBBIE D. WHITE WILL REMAIN AN EMPLOYEE OF THE DMH AND FACILITY AND WILL OVERSEE THE

OVERALL PROVISION OF SERVICES OF CONTRACTOR AT ALL HOSPITALS. BOBBIE D. WHITE WILL REMAIN AS ENGINEERING DIRECTOR OF BRYCE AND SHALL OVERSEE THE CONTRACTORS ASSOCIATES ON THAT CAMPUS.

IX. FEES: CONTRACTOR SHALL SUBMIT A FLAT PAYMENT METHODOLOGY FOR THE EMPLOYMENT OF CURRENT HOST HOSPITAL'S STAFF AND PROVISION OF SAID SERVICES. THESE FEES WILL BE SOLELY FOR THE EMPLOYMENT OF CURRENT STAFF. ALL OTHER FEES AND COSTS WILL BE PASS THROUGH COSTS ASSOCIATED WITH REPAIRS, MAINTENANCE, UPKEEP OF THE DMH FACILITIES WHICH WILL BE PROCESSED PER CURRENT POLICIES AND PROCEDURES FOR PAYMENTS TO OUTSIDE VENDORS. IT SHALL BE CONTRACTORS RESPONSIBILITY TO MAINTAIN SAID REPAIR COSTS WITHIN THE BUDGET SET BY THE DMH AND EACH FACILITY. INVOICE FOR STAFFING SHALL TAKE PLACE BY-MONTHLY AS DESCRIBED IN THE MASTER AGREEMENT.

Exhibit F

Minimum Pest Control Terms for All Facilities:

PEST CONTROL MANAGEMENT REQUIREMENTS:

- A. ADDITIONAL REQUIREMENTS FOR PEST CONTROL MANAGEMENT ARE LISTED BELOW. SERVICES MUST BE PROVIDED TO ENSURE CONTINUOUS COMPLIANCE WITH JACHO, MEDICARE, MEDICAID, HIPAA AND TITLE XIX STANDARDS AND INTERPRETATIONS, CENTER POLICIES AND PROCEDURES, AND CONTEMPORARY INTEGRATED PEST MANAGEMENT BEST PRACTICE RECOMMENDATIONS.**

PEST CONTROL SERVICE
TERMS AND CONDITIONS

GENERAL STRATEGIES FOR INTERGRATED PEST MANAGEMENT:
DESCRIPTIONS-

1. MANAGEMENT

THE PROCEDURE FOR THIS PROGRAM WILL BE AS FOLLOWS:

A. A WALK-THRU VISUAL INSPECTION OF ALL AREAS AT THE FACILITIES, INCLUDING THE OUTSIDE, TO DETERMINE THE EXTENT OF ANY INFESTATIONS OF THE LISTED PESTS COVERED UNDER THIS CONTRACT.

B. EVALUATION OF SANITATION PRACTICES INCLUDING DUMPSTERS AND COVERED TRASH RECEPTACLES.

C. MONITORING WILL BE A REGULAR SURVEILLANCE AND INSPECTION OF ALL AREAS FOR PESTS. THE CONTRACTOR WILL USE TRAPS, VISUAL INSPECTIONS INTERVIEWS WITH THE STAFF AND REVIEW THE PEST SIGHTING LOG NOTEBOOKS, TO DETERMINE IF A PEST PROBLEM ACTUALLY EXISTS. IDENTIFICATION OF THE PEST LOCATION AND SIZE OF THE INFESTATION AND SANITATION CONDITIONS ARE RECORDED. IF NEEDED MECHANICAL METHODS OF REMOVAL WILL BE THE FIRST CHOICE FOLLOWED BY THE APPLICATION OF THE APPROPRIATE BAIT, MATERIAL, OR THE LEAST TOXIC PESTICIDE MATERIAL ACCORDING TO ITS LABEL DIRECTIONS.

D. APPLICATIONS OF PESTICIDES WILL BE ON AN "AS NEEDED" BASIS. CONTRACTORS SHALL NOT APPLY RESIDUAL TREATMENTS ROUTINELY TO ALL AREAS OF THE FACILITIES PROPERTY.

2. GENERAL REQUIREMENTS:

THE CONTRACTOR SHALL FURNISH ALL SUPERVISION, LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO ACCOMPLISH THE PEST MANAGEMENT SURVEILLANCE, MONITORING, TRAPPING, PESTICIDE APPLICATION, AND THE PEST REMOVAL SPECIFICATIONS OF THIS PROGRAM

A. THE REQUIRED SCHEDULE OF INSPECTIONS AND/OR APPLICATIONS OF EACH FACILITY WILL DIFFER ACCORDING TO NEEDS

OF THAT PARTICULAR FACILITY OR SPECIFIC BUILDING. EXAMPLE: SOME SERVICE REQUIREMENTS WILL BE AS NEEDED; QUARTERLY, MONTHLY, ANNUALLY. CONSULT THE SPECIFIC MAP AND REQUIREMENTS FOR EACH FACILITY (MAPS INCLUDED IN ITB).

3. PEST INCLUDED:

THE CONTRACTOR SHALL ADEQUATELY SUPPRESS THE FOLLOWING PESTS.

A. INDOOR PESTS;

ALL ROACHES, ALL SPIDERS (INCLUDING BROWN RECLUSE), GNATS, DROSOPHILA (FRUIT) FLIES, PHORID FLIES, DRAIN FLIES, MOSQUITOES, FLIES, BEDBUGS, ALL ANTS, FLEAS, YELLOW JACKETS, WASPS, TICKS, MITES, BEES, MICE AND RATS THAT MAY BE FOUND INSIDE AND ADJACENT TO ALL BUILDINGS OF EACH FACILITY.

B. OTHER POPULATIONS OF PESTS THAT ARE INCLUDED INSIDE OF THE SPECIFIC BUILDINGS AND WITHIN THE IMMEDIATE EXTERIOR PERIMETER OF THOSE BUILDINGS.

1. BIRDS, BATS, SNAKES, OR OTHER VERTEBRATES
2. STORED PRODUCTS PESTS
3. RACCOONS, OPPOSUMS, CATS

4. SPECIFIC FIRE ANT PROCEDURE TO ALL ZERO "0" TOLERANCE AREAS, AND ADJACENT GROUNDS AS DESCRIBED HEREIN.

ZERO "0" TOLERANCE:

THIS REQUIREMENT ONLY APPLIES TO THOSE BUILDINGS THAT ARE OCCUPIED BY PATIENTS OR STAFF, AND DOES NOT INCLUDE THOSE BUILDINGS THAT ARE VACANT OR USED FOR STORAGE.

A ZERO "0" TOLERANCE AREA IS DEFINED AS A CONSTANT MONITORED AREA THAT WILL RECEIVE IMMEDIATE RESPONSE TREATMENTS WITHIN ONE (1) HOUR WHEN ANY ACTIVE INFESTATION IS LOCATED BY THE CONTRACTOR OR DMH EMPLOYEE. ALL "0" TOLERANCE AREAS PLUS THE ADJACENT GROUNDS AREA, AS DESCRIBED, WILL RECEIVE THE FIRE ANT PREVENTATIVE CONTROL PROCEDURE TWO (2) TIMES PER YEAR.

THE FOLLOWING DESCRIBED AREAS MAY OVERLAP OR BE CONTAINED WITHIN ANOTHER "0" TOLERANCE AREA, ALL OF THESE DESCRIBED AREAS WILL HAVE A ONE HUNDRED (100) FT. ADJACENT GROUNDS AREA THAT WILL ALSO RECEIVE FIRE ANT PREVENTION TREATMENT, BUT WILL NOT RECEIVE CONSTANT MONITORING.

- A. A 10 FOOT AREA ADJACENT TO ALL SIDEWALKS, ROADS AND PATHWAYS OCCUPIED BY PATIENTS.

- B. EXTERIOR LAWNS AROUND ALL OCCUPIED BUILDINGS, INCLUDING PATIOS, COURTYARDS, PLAYGROUNDS, AND EXERCISE AREAS OUTWARD FOR 50 FEET OR TO THE CURB EXTERIOR SURROUNDING THOSE STRUCTURES.
- C. ADJACENT GROUNDS ARE DEFINED AS THE AREA OF CAMPUS PROPERTY SURROUNDING THE ZERO "0" TOLERANCE AREAS OUT TO 100 FEET THAT MUST BE TREATED WITH A PREVENTION CONTROL MATERIAL FOR FIRE ANTS.
- D. RESPONSE TIME FOR FIRE ANTS:
BECAUSE OF THE CONCERN FOR SAFETY FOR ALL PATIENTS AND STAFF, RESPONSE TIME WILL BE VERY CRITICAL FOR FIRE ANTS. THEREFORE, IT WILL BE A REQUIREMENT OF ALL SUCCESSFUL CONTRACTORS TO VISIT THE FACILITY EACH DAY. ALSO TO BE ABLE TO RESPOND TO ANY EMERGENCY CALLS FOR FIRE ANTS IMMEDIATELY. THE LOCATION OF PERMANENT PERSONNEL CAPABLE OF THIS RESPONSE REQUEST WILL BE EVALUATED UPON BID SUBMISSION TO DETERMINE THAT CAPABILITY. THE RESPONSE TIME FOR OTHER ADDITIONAL SERVICE CALLS FOR OTHER PESTS IS NOT AFFECTED BY THIS REQUIREMENT.
5. CONTINUOUS COMPLIANCE:
SERVICES SHOULD BE PROVIDED TO ENSURE CONTINUOUS COMPLIANCE WITH JCAHO, MEDICARE, MEDICAID, HIPAA, AND TITLE XIX STANDARDS AND INTERPRETATIONS, CENTER POLICIES AND PROCEDURES.
6. PRODUCT LISTS:
THE CONTRACTOR WILL PROVIDE EACH FACILITY WITH A COMPLETE LIST OF ALL CURRENT LABELS AND MATERIAL SAFETY DATA SHEETS FOR ALL PESTICIDES, AND RODENTICIDES TO BE USED. A LIST OF ALL BRAND NAMES OF PESTICIDE APPLICATION, EQUIPMENT, RODENT BAIT STATIONS, INSECT AND RODENT MONITORS, AND TRAPPING DEVICES, PEST SURVEILLANCE AND DETECTION EQUIPMENT AND ANY OTHER PEST MANAGEMENT DEVICES OR EQUIPMENT THAT MAY BE USED TO PROVIDE THE PEST MANAGEMENT OF THESE FACILITIES. THIS LIST SHALL BE UPDATED CONTINUOUSLY FOR CURRENT AND ANY NEW PRODUCTS THROUGHOUT THE LIFE OF THIS CONTRACT WITH THE MOST RECENT INFORMATION AVAILABLE TO THE INDUSTRY.
7. EQUIPMENT NECESSARY FOR THE PREVENTIVE FIRE ANT TREATMENTS:
ALL EQUIPMENT MUST BE APPROVED BY DMH PEST CONTROL CONSULTANT AND DR. GRAHAM, ALABAMA EXTENSION SERVICE, AUBURN UNIVERSITY. RECOMMENDED SPREADER FOR APPLICATION: HERD MODIFIED FIRE ANT BAIT SPREADER FOR LARGE AREAS. THIS SPREADER IS AVAILABLE FROM HERD SEED SPREADER, INC., LOGANSPORT, IN 46947. INJECT PROBE FOR MOUND TREATMENT CAPABLE OF TREATING THE BOTTOM OF THE MOUND (2-3 FT.) WITH THE TREATING UNIT.
8. SCHEDULE FOR REGULAR SERVICE INSPECTIONS:

THE REGULAR SERVICE TIMES FOR EACH FACILITY WILL BE 8:30 A.M. UNTIL 4:00 P.M. IF ADDITIONAL SERVICE IS NEEDED AT ANY OTHER TIMES, IT MUST BE APPROVED BY EACH FACILITY DIRECTOR OR DESIGNEE. EXAMPLE: SUMMER FIRE ANT CONTROL ON EXTREMELY HOT DAYS SHOULD BE APPLIED AT LATER HOURS.

9. FOOD SERVICE AREAS (BRYCE)

THE FOOD SERVICE AREAS WILL RECEIVE BI-WEEKLY INSPECTIONS AND SERVICE AFTER THE EVENING MEAL HAS BEEN SERVED AND ALL CLEANING HAS BEEN PERFORMED FOR THE DAY.

VALLEY FOODS LOCATION (PARTLOW)

THIS LOCATION WILL RECEIVE WEEKLY SERVICE ON WEDNESDAY EVENINGS AFTER THE FACILITY IS CLOSED FOR THE DAY.

SPECIFICATIONS:

A. THOROUGH VISUAL INSPECTION USING FLASHLIGHT, HEAT GUN, AND VACUUM TO ALL AREAS OF THE FACILITY. IN ADDITION, B&G AEROSOL MACHINE OR ACTISOL UNIT WITH APPROVED PESTICIDES MAY BE USED WHEN NEEDED. ACTIVE INFESTATIONS WILL BE REMOVED AT EACH SERVICE. APPROVED LIQUID PESTICIDES AND/OR BAITES MAY BE USED WHEN NEEDED.

10. TREATMENT OF DRAINS FOR CONTROL OF:

DROSOPHILA FLIES (FRUIT), PHORID FLIES, DRAIN FLIES AND FUNGUS GNATS. INSPECTION AND TREATMENT OF DRAINS AS FOLLOWS:

- A. TECHS WILL BE EXPERIENCED IN THE PROPER IDENTIFICATION OF THE INFESTING PEST FLY TO DETERMINE SOURCE.
- B. IDENTIFY BREEDING SITES AND ELIMINATE BY CLEANING, SEALING AND TREATMENT WITH BIO CONTROLS.
- C. CLEANING METHODS TO INCLUDE SCRAPING OR USE OF STIFF BRUSH ON THE INSIDE OF DRAINS. STEAM CLEANING IS BENEFICAL, BLEACH AND HOT WATER ALONE WILL NOT ELIMINATE FLY LARVA BREEDING IN DRAINS.
- D. FOLLOW INITIAL CLEANING WITH MONTHLY TREATMENTS TO ALL DRAINS WITH LABELED PRODUCTS.
- E. SPACE (ULV) TREATMENTS USING NON-RESIDUAL INSECTICIDES MAY BE USED TO REMOVE NUISANCE ADULTS.
- F. BE SURE TO INSPECT FOR OTHER BREEDING SOURCES OF INFESTATIONS AT THE SITE FACILITY.

LICENSES:

CONTRACTORS MUST BE LICENSED TO PERFORM PEST CONTROL SERVICE BY THE STATE OF ALABAMA, DEPARTMENT OF AGRICULTURE. A COPY OF EACH LICENSE MUST BE ATTACHED TO THE BID OR THE BID WILL BE REJECTED. CONTRACTOR MUST ALSO HAVE AN ORNAMENTAL & TURF LICENSE/PERMIT OR HAVE UNDER CONTRACT A PERSON OR FIRM WITH AN ORNAMENTAL

& TURF LICENSE/PERMIT TO PROVIDE THE SERVICES REQUIRED FOR TREATMENT OF THE GROUNDS BEYOND THOSE IMMEDIATELY ADJACENT TO BUILDINGS. THE PERSON OR FIRM'S NAME AND A COPY OF THEIR LICENSE/PERMIT MUST BE SUBMITTED WITH EACH BID.

EXPERIENCE:

BIDDERS MUST HAVE A MINIMUM OF FIVE (5) YEARS EXPERIENCE RELATED TO THE PEST CONTROL INDUSTRY. LENGTH AND TYPE OF QUALIFYING EXPERIENCE MUST BE SUBMITTED WITH THE BID.

11. DOCUMENTATION:

DOCUMENTATION OF ALL SERVICES MUST BE PROVIDED BY THE CONTRACTOR. DOCUMENTATION MUST INCLUDE, BUT IS NOT LIMITED TO, DAILY SERVICE, CALL-BACKS, EMERGENCY VISITS, AND MONTHLY REPORTS. DOCUMENTATION REQUIREMENTS FOR EACH FACILITY MUST BE REVIEWED WITH THE PEST CONTROL OFFICER (OR HIS/HER DESIGNEE).

12. REPORTS:

THE FOLLOWING REPORTS ARE MANDATORY AND DOCUMENTATION OF ALL SERVICES PROVIDED BY THE CONTRACTOR WILL BE RECORDED ON THE FOLLOWING:

- A. PEST SIGHTING LOG: THIS REPORT WILL BE MAINTAINED IN A NOTEBOOK AT EACH FACILITY OR OTHER APPROVED LOCATION. NOTEBOOK LOG REPORT WILL BE REVIEWED BY THE CONTRACTOR ON EACH VISIT TO THAT FACILITY. ALL RECORDS WILL BE RETAINED QUARTERLY TO REVIEW THE HISTORY OF THAT FACILITY. THIS REPORT WILL BE UTILIZED BY SUPERVISORY MAINTENANCE AND NURSING OR RESIDENTIAL PERSONNEL TO RECORD ANY SIGHTINGS OF PEST FOR THE CONTRACTOR. THE LOCATION OF THIS NOTEBOOK WILL BE SPECIFIED FOR EACH FACILITY.
- B. TECHNICIANS SERVICE INSPECTION REPORT: THIS REPORT WILL BE MADE FOR EACH FACILITY FOR EACH INSPECTION AND FOR ALL APPLICATIONS OF ANY PESTICIDE OR EQUIPMENT. A LIST OF THE TYPE TREATMENT AND MATERIALS WILL BE RECORDED ON THIS REPORT. THIS REPORT MUST BE SIGNED AND ALL SECTIONS COMPLETED ON EACH VISIT. A COPY OF THIS REPORT WILL BE ATTACHED TO THE MONTHLY BI-MONTHLY INVOICE AND SUBMITTED FOR PAYMENT.
- C. THIS IS A THREE (3) PART REPORT.
 - ONE (1) COPY ATTACHED TO INVOICE
 - ONE (1) COPY FILED WITH MAINTENANCE OF FACILITIES OR OTHER ASSIGNED
 - ONE (1) COPY FOR CONTRACTOR FILES

D. MAINTENANCE LOG & RECORD: THIS REPORT IS TO RECORD ALL CALLS AND REGULAR SERVICES BY THE CONTRACTOR. THE REPORT IS DESIGNED TO RECORD RESPONSE TIME AND FOLLOW-UP TO CERTIFY THAT ALL EMERGENCY SERVICES AND OTHER SERVICES ARE COMPLETED PROPERLY. THIS REPORT WILL BE MAINTAINED AT THE FACILITIES AND KEPT AS A PERMANENT FILE.

EXAMPLE: A REPORT IS MADE FROM A PEST SIGHTING FROM ANY FACILITY AND THE REPORTING OFFICE IS TO NOTIFY THE CONTRACTOR. THE TIMES AND DATES ARE RECORDED TO VERIFY PROPER RESPONSE AND FOLLOW-UP OF THAT PARTICULAR INCIDENT.

E. PEST SIGN-IN AND SIGN-OUT SHEET: THIS REPORT WILL RECORD THE TIME SPENT BY THE CONTRACTOR AT EACH FACILITY ON CAMPUS. IT WILL BE REVIEWED BY QUALITY ASSURANCE ON EACH VISIT TO EACH CAMPUS.

13. PEST MANAGEMENT SERVICES: CONTRACTORS MUST PROVIDE PEST CONTROL MANAGEMENT TO ADEQUATELY CONTROL ALL PESTS TO THE SATISFACTION OF THE FACILITY DIRECTOR AT EACH LOCATION. DURING NORMAL BUSINESS HOURS. FACILITIES WILL PROVIDE VENDORS WITH MAPS, ADDRESSES, AND SPECIFIC INSTRUCTIONS/REQUIREMENTS AT THE MANDATORY INSPECTION VISITS.

CONTRACTORS MUST MEET THE FOLLOWING CONDITIONS FOR SERVICE VISITS:

1. IN ADDITION TO THE SCHEDULED SERVICE, ADDITIONAL SERVICE VISITS MAY BE REQUESTED TO TREAT PREMISES WHICH COULD NOT OTHERWISE BE TREATED DURING NORMAL BUSINESS HOURS.
2. ALL ATTICS AND PENTHOUSES OF THE FACILITIES SHALL BE INSPECTED FOR EVIDENCE OF PIGEON OR BAT HARBORAGE AND NESTING WHEN REQUESTED. A REPORT DOCUMENTING THE FINDINGS OF THIS INSPECTION SHALL BE SUBMITTED IN WRITING TO THE FACILITY'S PEST CONTROL OFFICER WHEN REQUESTED.
3. ADDITIONAL SERVICE REQUESTS THAT ARE DETERMINED TO BE AN EMERGENCY WHICH IS DESCRIBED TO BE AN IMMEDIATE DANGER TO A CLIENT REQUIRES A PHYSICAL PRESENCE FOR TREATMENT FROM THE CONTRACTOR WITHIN ONE (1) HOUR OF NOTIFICATION OF EMERGENCY SITUATION AT NO ADDITIONAL COST TO THE FACILITY.
4. ADDITIONAL SERVICE REQUESTS THAT ARE NOT FOR AN IMMEDIATE DANGER, BUT IS MADE BECAUSE A SITUATION NEEDS ADDITIONAL ATTENTION BEFORE THE NEXT REGULARLY SCHEDULED SERVICE VISIT, REQUIRE A SITE VISIT FROM THE CONTRACTOR WITHIN 24 HOURS OF NOTIFICATION OF SITUATION AT NO ADDITIONAL COST. EXAMPLE: ROACH, SPIDER, OR MOUSE SIGHTED IN BUILDING. **POSITIVE ID FOR BROWN RECLUSE SPIDER IS AN IMMEDIATE DANGER RESPONSE (1 HOUR).**
5. RODENTICIDES: NO RODENTICIDES ARE TO BE USED IN ANY AREA THAT PATIENTS ACCESS. AUTOMATIC TRAPS AND GLUE

BOARDS ARE THE ONLY METHODS OF RODENT CONTROL FOR PATIENT ACCESSIBLE AREAS. EACH AUTOMATIC TRAP/GLUE BOARD MUST HAVE DATE INSTALLED AND CONTRACTOR MUST REPORT TO DESIGNEE WHERE THEY ARE LOCATED AND RECORD OF DAILY CHECK.

6. FLY CONTROL SPECIFICATIONS:

A. ALL GARBAGE DUMPSTERS AT THE FACILITY SHALL BE INSPECTED MONTHLY NOVEMBER THROUGH MARCH FOR FLY INFESTATION AND WEEKLY DURNING THE MONTHS OF APRIL THROUGH OCTOBER. FOLLOW APPROPRIATE DIRECTIONS AS PER SPECIFIED HEREIN.

B. FLY CONTROL SANITATION – INSPECT TO DETERMINE BREEDING SOURCES; INSPECT FOR ATTRACTION SOURCES; INSPECT FOR INSIDE SANITATION PRACTICES AND EXTERIOR PERIMETER.

C. INTEGRATION OF TREATMENT STRATEGY: CONTRACT INSECTICIDES: METERED PYRETHRUM SPRAYS, AND CONTACT INSECTICIDES FOR ADULT CONTACT OF PARTICULAR SPACES FOR QUICK BREAKDOWN. CONTACT INSECTICIDES ARE USED IN CONJUNCTION WITH AN INTERGRATED PROGRAM TO REDUCE ADULT FLIES.

D. RESIDUAL INSECTICIDES; WHEN CONDITIONS REQUIRE, APPLY TO DUMPSTERS AND LOADING DOCKS AND AROUND ENTRANCES.

E. BAITs – CAN BE UTILIZED IN SPECIAL AREAS THAT WOULD CONTROL ADULT FLIES WHERE THEY REST.

F. TRAP MONITORS: LIGHT TRAPS THAT UTILIZE GLUE BOARDS CAN BE LOCATED IN HIGH TRAFFIC AREAS, SUCH AS, CAFETERIAS, KITCHENS, AND OTHER CRITICAL ROOMS WHEN OPEN FOODS ARE SERVED. FOLLOW LABEL DIRECTIONS FOR PLACEMENT POSITIONS.

14. STORAGE OF PEST CONTROL MATERIALS: NO PEST CONTROL MATERIALS OR EQUIPMENT SHALL BE STORED OR KEPT AT THE FACILITY WHEN THE CONTRACTOR IS NOT WORKING, WITHOUT THE “EXPRESS” APPROVAL OF THE PEST CONTROL OFFICER (OR HIS/HER DESIGNEE). ALL PRODUCTS AND EQUIPMENT SHALL BE SECURELY LOCKED IN THE CONTRACTOR’S VEHICLE AT ALL TIMES, EXCEPT WHEN THE CONTRACTOR IS USING THEM, OR WHEN HE IS PRESENT AT HIS/HER VEHICLE’S LOCATION.

15. UNIFORMS: ALL CONTRACTORS PERSONNEL WORKING IN AND AROUND ANY FACILITY OF DMH/MR SHALL WEAR DISTINCTIVE UNIFORMS WITH COMPANY LOGO.

16. VEHICLES: ALL VEHICLES USED BY THE CONTRACTOR SHALL BE IDENTIFIED AS SPECIFIED IN STATE OF ALABAMA DEPARTMENT OF AGRICULTURE REGULATIONS ADMINISTRATIVE CODE 80-10-9-13. ALL VEHICLES WILL BE LOCKED WHEN NOT

ATTENDED ON ALL LOCATIONS OF DMH/MR.

17. SAFETY PRECAUTIONS:

DUE TO THE NATURE OF THE RESIDENTS AT THE FACILITIES, THE PRIMARY FOCUS OF OUT PEST CONTROL MANAGEMENT PROGRAM IS ON SAFETY. THE FOLLOWING PRECAUTIONS MUST BE TAKEN WHEN SERVICING EACH FACILITY.

- 1) THE CONTRACTOR MUST KEEP A RUNNING INVENTORY OF ALL PEST CONTROL PRODUCTS CURRENTLY IN USE ON THE DEPARTMENT'S PROPERTY.
- 2) ANY MISSING PEST CONTROL PRODUCTS, INCLUDING BAIT TRAPS, MUST BE REPORTED TO THE PEST OFFICER (OR HIS/HER DESIGNEE) BY THE CONTRACTOR IMMEDIATELY.
- 3) ALL CRACK AND CREVICE TREATMENTS MUST BE APPLIED IN CRACKS AND CREVICES ONLY. ANY SPILLS AND/OR EXCESS PRODUCTS MUST BE THOROUGHLY CLEANED UP BEFORE THE CONTRACTOR LEAVES THE AREA.
- 4) TREATMENT OF ALL KITCHENS AND DINING AREAS MUST BE COMPLETED AFTER NORMAL WORK HOURS SO AS NOT TO INTERFERE IN ANY WAY WITH THE PREPARATION OF MEALS. SEE GENERAL STRATEGIES.
- 5) ALL EMPTY PEST CONTROL PRODUCT CONTAINERS MUST BE REMOVED FROM THE FACILITY'S PROPERTY BY THE CONTRACTOR AND DISPOSED OF IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS ON THE PRODUCT'S LABEL.
- 6) CONTRACTORS MUST CONSULT WITH EACH FACILITY'S DIRECTOR (OR DESIGNEE) TO OBTAIN THE "CHECK-IN" AND "CHECK-OUT" PROCEDURES AND ANY OTHER APPLICABLE FACILITY POLICIES AND RULES FOR CONTRACTORS.
- 7) PEST CONTROL SERVICES SHALL IN NO WAY INTERFERE WITH FOOD SERVICE OR PATIENT CARE AT ANY TIME.

18. CONFORMITY TO REGULATIONS:

CONTRACTORS AND THEIR EMPLOYEES MUST COMPLY WITH ALL RULES AND REGULATIONS OF THE DEPARTMENT OF MENTAL HEALTH AND METAL RETARDATION, IN ADDITION TO THOSE OF THE STATE DEPARTMENT OF AGRICULTURE AND INDUSTRIES, PERTAINING TO THE PERFORMANCE OF PEST CONTROL WORK.

19. CONFIDENTIALITY:

NO CONTRACTOR, OR ANY OF HIS/HER EMPLOYEES, CONSULTANTS, OR SUBCONTRACTORS SHALL DISCLOSE ANY INFORMATION, REPORTS, FINDINGS, FACILITY OR STAFF-RELATED INFORMATION TO ANY PARTIES OTHER THAN AUTHORIZED EMPLOYEES OF THE DEPARTMENT OF MENTAL HEALTH AND MENTAL RETARDATION WITHOUT PRIOR WRITTEN APPROVAL FROM THE FACILITY DIRECTOR, COMMISSIONER OR ONE OF THEIR DESIGNEES.

20. SUBCONTRACTORS:

WRITTEN NOTIFICATION TO AND PRIOR APPROVAL FROM JOHN STANFORD, DIRECTOR OF PURCHASING, IS REQUIRED BEFORE ANY WORK SHALL BE DONE BY A SUBCONTRACTOR (OR SUB-CONTRACTOR). ALL SUBCONTRACTORS MUST COMPLY WITH THE SAME TERMS, CONDITIONS, RULES, AND REQUIREMENTS AS THE ORIGINAL CONTRACTOR. COPIES OF ALL REQUIRED LICENSES, PERMITS, AND INSURANCE COVERAGE MUST BE SUPPLIED WITH THE SUBCONTRACTOR'S REQUEST FOR

APPROVAL. NO SUBCONTRACTOR IS TO SERVICE ANY FACILITY WITHOUT DOCUMENTATION OF THE AFOREMENTIONED PRIOR APPROVAL.

21. POTENTIAL CHANGES TO CONTRACT COVERAGE AREAS AND PRICES:

DUE TO POSSIBLE FACILITY DOWNSIZINGS. CLOSINGS, AND/OR CONSOLIDATIONS, CONTRACTORS AFFECTED BY THESE CHANGES WILL RECEIVE A THIRTY (30) DAY WRITTEN NOTIFICATION PRIOR TO THE CONTRACT PRICE ADJUSTMENTS' IMPLEMENTATION.

FIRE ANT PROCEDURE

PREVENTABLE CONTROL PROCEDURE

STEP 1 – ACCORDING TO LABEL DIRECTIONS OF PHANTON TERMITICIDE-INSECTICIDE BY BASF, APPLY AN INITIAL CRACK/CREVICE LIQUID APPLICATION TO THE INSIDE FLOOR WALL JUNCTION OF ALL EXTERIOR WALLS AND ENTRANCES TO ALL BUILDINGS ON SITE.

STEP 2 – ACCORDING TO LABEL DIRECTIONS OF TERMIDOR (0.06%), APPLY AN INITIAL LIQUID BARRIER APPLICATION TO THE EXTERIOR OF THE FOUNDATION WALLS AND ENTRANCES WHERE ANTS ENTER THE STRUCTURE, TRAIL AROUND THE STRUCTURE, OR WHERE THEY CRAWL OR HIDE.

ALSO SPRAY (0.06%) TERMIDOR AROUND DOORS, WINDOWS, VENTS, PIPES, OR ANY EXTERIOR OPENINGS (INCLUDING FOUNDATION CRACKS OR DRILL HOLES) WHERE ANTS COULD ENTER STRUCTURE.

STEP 3 – CAREFULLY INSPECT ADJACENT GROUNDS AND LANDSCAPE AREA BEGINNING APPROXIMATELY FIVE FEET FROM ALL BUILDINGS AND APPLY A 50-50 MIX OF THE FOLLOWING ANT PRODUCTS-ACCORDING TO LABEL DIRECTIONS:

PRODUCT A - EXP : DUPONT ADVION GRANULAR BAIT
PRODUCT B - EXP : EXTINGUISH PLUS GRANULAR BAIT

BAITING FOR FIRE ANTS SHOULD NOT BE PERFORMED IF RAIN IS LIKELY THAT DAY OR NIGHT. THE BEST TIME TO BAIT FOR FIRE ANTS IS DURING LATE AFTERNOON – ESPECIALLY DURING HOT SUMMER DAYS. THE IRRIGATION SCHEDULE SHOULD BE EVALUATED BY THE CONTRACTOR TO INSURE THAT NO BAITS ARE APPLIED TWO HOURS BEFORE, DURING OR TWO HOURS AFTER IRRIGATION. SPRING BAITING APPLICATIONS SHOULD BE MADE ON DAYS WHERE TEMPS REACH 60 DEGREES FAHRENHEIT AND RISING, AND NO RAIN IS FORECAST ON DAY OF APPLICATION. RECOMMENDED APPLICATION TIME 10:00 AM UNTIL 2:00 PM AFTER

TEST DETERMINES THAT ANTS ARE FORAGING. BROADCAST WHERE APPLICABLE AND/OR STRIP BAITING IN LARGE AREAS IS SUCCESSFUL.

BAITS MUST BE KEPT IN SEPARATE STORAGE FROM ANY OTHER PESTICIDES, IN AN AIRTIGHT CONTAINER AND HELD IN MODERATE TEMPERATURES. FRESH BAITS ARE A MUST - OIL IN THE BAIT WILL BECOME RANCID. 100 DEGREES FAHRENHEIT IS TOO HOT, ALL BAIT APPLICATION EQUIPMENT SHALL BE KEPT FREE FROM ANY OTHER PESTICIDE RESIDUE.

THE APPLICATION OF BAITS MUST BE MADE AS A SEPARATE APPLICATION TO REDUCE CONTAMINATION OF BAIT MATRIX. PERSONAL HYGIENE SHOULD BE PRACTICED IN ORDER TO INSURE NO BAITS ARE CONTAMINATED.

STEP 4 - FOLLOW-UP INSPECTIONS TO ZERO "0" TOLERANCE AREAS TO DETERMINE IF ANY ACTIVE MOUNDS OR FIRE ANTS ARE OBSERVED. IF ANY ACTIVITY IS NOTED, USE THE DRENCE METHOD TO SPOT TREAT ANY AREA UNTIL CONTROL IS ACHIEVED.

STEP 5 - APPLICATION OF LIQUID BARRIERS AFTER THE INITIAL APPLICATION SHALL BE PERFORMED ACCORDING TO LABEL DIRECTIONS.

STEP 6 - A SCALED MAP SHALL BE MAINTAINED AND RECORDED. ACTIVITY SHALL BE PLOTTED WITH CORRECTIVE ACTIONS FOR EACH SITE LOCATION; THIS WILL INCLUDE CHEMICAL RECORDS.

STEP 7 - SITE LOGS WILL BE MAINTAINED AT EACH SITE AND ASSIGNED PERSONNEL OF DMH/MR WILL IMMEDIATELY REPORT ANY SIGHTINGS OF FIRE ANTS INSIDE THE STRUCTURE AND "0" TOLERANCE ZONES AND OUTSIDE THE SITE. A REPORTABLE THRESHOLD FOR INSIDE FIRE ANTS IS ONE (1) ANT.

STEP 8 - REPORTING OF ALL OUTSIDE ACTIVE MOUNDS WILL BE RECORDED BY ASSIGNED PERSONNEL OF DMH/MR TO ANY AREAS VISITED BY PATIENTS/OR ADJACENT AREAS ACCESSIBLE TO ANY PATIENT.

STEP 9 - THE PROFESSIONAL PEST MANAGEMENT COMPANY WILL RESPOND IMMEDIATELY, WITHIN ONE (1) HOUR, TO REQUEST FOR ADDITIONAL EMERGENCY SERVICE REQUESTS. RECORD REMEDIAL ACTIONS TO ALL SITE LOG ENTRIES, AND A FOLLOW -UP SERVICE WILL BE MADE IN SEVEN (7) TO TEN (10) DAYS ON ALL ADDITIONAL SERVICES UNTIL CONTROL IS ACHIEVED.

STEP 10 - THE DEPARTMENT OF AGRICULTURE OR OTHER DEPARTMENT OF MENTAL HEALTH AND MENTAL RETARDATION PEST CONTROL CONSULTANT SHALL CONDUCT QUALITY ASSURANCE INSPECTIONS TO REVIEW THE RECORDS AND APPLICATION METHODS FOR EACH FACILITY.

ADDITIONAL REQUIREMENTS FOR BRYCE HOSPITAL

BRYCE HOSPITAL PEST CONTROL MANAGEMENT

A. PEST TECHNICIAN MUST BE ON SITE EVERYDAY, MONDAY THROUGH FRIDAY.

THE CONTRACTOR WILL BE FURNISHED A LIST AND SCHEDULE REQUIREMENTS FOR EACH BUILDING. THE CONTRACTOR WILL FURNISH A WRITTEN SCHEDULE OF REGULAR SERVICE TIME FOR EACH BUILDING.

EACH TECHNICIAN WILL BE FURNISHED AN IDENTIFICATION BADGE FOR USE WHILE ON THIS CAMPUS AS PER THE POLICY OF THE FACILITY.

BUILDINGS:

1. BRYCE HOSPITAL – SEE LIST

PRICE PER MONTH: _____

BRYCE HOSPITAL
 WAREHOUSE
 200 UNIVERSITY BLVD
 TUSCALOOSA, AL

M – MONTHLY
A – ANNUAL
QT- QUARTERLY

PEST CONTROL ROUNDS

MEDICAL BLDG	M	MAIN BLDG	M	MAIL ROOM	M	AUTO SHOP	QT
PHARMACY	M	SECURITY	M	BREAKROOM	M	PLUMBING	QT
DENTAL CLINIC	M	5 WEST	M	HOUSEKEEPING	M	LAWN SHOP	QT
STAFF LIBRARY	M	8 WEST	M	LAUNDRY	M	ELECTRIC SHOP	QT
MEDICAL LIBRARY	M	4 WEST	M	PT APPAREL	M	CARPENTER SHOP	QT
H.K. CLOSETS	M	7 WEST	M	PRINT SHOP	M	A/C SHOP	QT
INFECTION	M	10 WEST	M	WAREHOUSE	M		

CONTROL									
CNO	M	2 EAST	M	ENGINEERING	M	19 WEST	A		
X-RAY	M	2 WEST	M	ADMISSIONS	M	MORGUE	A		
LAB	M	HEALTH INFORMATION	M	ADOLESCENT	M	GREENHOUSE	QT		
CLINIC	M	7 EAST	M	EDUCATIONAL CTR	M				
CANTEEN	M	28 EAST	M	ADMINISTRATION	M				
RECREATION	M	VEN DEN	M	ALL DUMPSTERS	*				
BARBER/BEAUTY	M	4 EAST	M						
INFIRMARY	M	DIRECTOR	M	CHAPEL	M				
CENTRAL CORRIDOR	M	ASST DIRECTOR	M	MANSION	M				
CONFERENCE ROOM	M	3 RD FLOOR	M						
1 NORTH (EXTERIOR ONLY)	M	2 NORTH	M						
OLD ALICE KIDD	M	32 EAST	M						
		33 EAST	M						
		34 EAST	M						
		35 EAST	M						

* AS SPECIFIED IN CONTRACT

ADDITIONAL REQUIREMENTS FOR ALICE KIDD

PRICE PER MONTH

BUILDINGS:

ALICE KIDD – SEE LIST

CONTRACTOR WILL MAKE MONTHLY ROUNDS OF THE INTERIOR AND EXTERIOR OF THE FACILITY AND IMPLEMENT PEST

CONTROL MEASURES ACCORDING TO THE GENERAL PEST MANAGEMENT DIRECTIONS UNDER THE TERMS OF THE CONTRACT SPECIFICATIONS. THIS MONTHLY VISIT WILL BE AT TIMES AND ON DAYS APPROVED BY THE OFFICER IN CHARGE OF PEST CONTROL. A PEST TECHNICIAN WILL BE ON SITE AT BRYCE EVERY DAY MONDAY THROUGH FRIDAY IF ADDITIONAL INSPECTION IS NEEDED AT KIDD. ROUNDS WILL INCLUDE THE LOCATIONS BELOW:

EACH TECHNICIAN WILL BE FURNISHED AN IDENTIFICATION BADGE FOR USE WHILE ON THIS CAMPUS AS PER THE POLICY OF THE FACILITY.

ALICE KIDD	UNIT BA	M
	UNIT BB	M
	COURTYARD	M
	GERIATRIC HOUSE	M

ALICE KIDD
 200 UNIVERSITY BLVD
 TUSCALOOSA, AL 35401

PRICE PER MONTH _____

**ADDITIONAL REQUIREMENTS FOR
 MARY STARKE HARPER GERIATRIC PSYCHIATRY CENTER**

HARPER CENTER PEST CONTROL MANAGEMENT

A. CONTRACTOR WILL MAKE MONTHLY ROUNDS OF THE INTERIOR AND EXTERIOR OF THE FACILITY AND IMPLEMENT PEST CONTROL MEASURES ACCORDING TO THE GENERAL PEST MANAGEMENT DIRECTIONS UNDER THE TERMS OF THE CONTRACT SPECIFICATIONS. THIS MONTHLY VISIT WILL BE AT TIMES AND ON DAYS APPROVED BY THE OFFICER IN CHARGE OF PEST CONTROL. A PEST TECHNICIAN WILL BE ON SITE AT BRYCE EVERY DAY MONDAY THROUGH FRIDAY IF ADDITIONAL INSPECTION IS NEEDED AT HARPER. ROUNDS WILL INCLUDE THE LOCATIONS BELOW:

EACH TECHNICIAN WILL BE FURNISHED AN IDENTIFICATION BADGE FOR USE WHILE ON THIS CAMPUS AS PER THE POLICY OF THE FACILITY.

ROUNDS

UNIT A	UNIT D COURTYARD
UNIT A COURTYARD	COURTYARD BETWEEN UNITS C & D
STAFF BREAKROOM	TRAINING ROOM
DENTAL CLINIC	MULTI-PURPOSE ROOM
BEAUTY/BARBER SHOP	DINING ROOM
UNIT CA	KITCHEN AT NIGHT AFTER CLEAN-UP
UNIT CB	LOADING DOCK
UNIT C COURTYARD	LAUNDRY
UNIT DA	DUMPSTERS
UNIT DB	

MARY STARKE HARPER GERIATRIC CENTER
 WAREHOUSE
 200 UNIVERSITY BLVD
 TUSCALOOSA, AL 35401

PRICE PER MONTH: _____

ADDITIONAL REQUIREMENTS FOR PARTLOW DEVELOPMENTAL CENTER

PARTLOW DEVELOPMENTAL CENTER
 PEST CONTROL MANAGEMENT

PARTLOW IS CONTEMPLATED TO CLOSE ON OR AFTER OCTOBER 31, 2011. UP UNTIL THAT TIME, THE FOLLOWING SCHEDULE SHOULD BE MAINTAINED. AFTER SAID TIME, THE PARTLOW KITCHEN WILL CONTINUE TO NEED SERVICE AND ALL BUILDINGS AND GROUNDS CAN THEN MOVE TO A MINIMAL SERVICE TO MAINTAIN THE SAFETY OF THE GROUNDS FOR ANY AND ALL EMPLOYEES AND VISITORS.

A. PEST TECHNICIAN MUST BE ON SITE EVERYDAY MONDAY THROUGH FRIDAY.

THE CONTRACTOR WILL BE FURNISHED A LIST AND SCHEDULE REQUIREMENTS FOR EACH BUILDING.

THE CONTRACTOR WILL FURNISH A DAILY SCHEDULE FOR REGULAR SERVICE REQUIREMENTS TO THE FACILITY.

EACH TECHNICIAN WILL BE FURNISHED AN IDENTIFICATION BADGE FOR USE WHILE ON THIS CAMPUS AS PER THE POLICY OF THE FACILITY.

BUILDING	SQUARE FEET
COTTAGE 1	15,275
COTTAGE 2	15,275
COTTAGE 3	15,275
COTTAGE 4	15,275
COTTAGE 5	13,720
COTTAGE 6	15,500
COTTAGE 7 – ON CALL VACANT	13,720
COTTAGE 8	15,275
COTTAGE 9	13,720
COTTAGE 10	15,500
SUPPORT SERVICES	23,500
WALLACE TRAINING CENTER	28,500
LATHAM TRAINING CENTER	11,600
HEALTH SERVICES	20,200
ADMINISTRATION	14,300

CANTEEN	1,000
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PARTLOW BUILDINGS CONTINUED:

WAREHOUSE	10,000
AQUATIC CENTER	1,895
GREENHOUSE	4,000
3 MOBILE BUILDINGS BY GREENHOUSE	
BOILER ROOM	2,900
CHAPEL	4,700
ADMIN ANNEX STORAGE	18,000
VOC SERVICES BUILDING	20,000
(4) MAINTENANCE STORAGE BLDG.	
LITTLE RED HOUSE	
(1) DOUBLE WIDE RESIDENCE	
(15) DUMPSTERS	
(1) LARGE DUMPSTER	

ON CALL SERVICE ONLY WHEN NEEDED

CAMP LODGE HWY 82	4,800
CRAFT HUT HWY 82	
(5) CABINS HWY 82	

PARTLOW DEVELOPMENT CENTER
WAREHOUSE
1700 UNIVERSITY BLVD EAST
TUSCALOOSA, AL 35403

PRICE PER MONTH: _____ (BEFORE CLOSURE OF CAMPUS)

PRICE PER MONTH: _____ (AFTER CLOSURE, MINIMAL SERVICE)

ADDITIONAL REQUIREMENTS FOR TAYLOR HARDIN SECURE MEDICAL

TAYLOR HARDIN PEST CONTROL MANAGEMENT

A. PEST TECHNICIAN WILL VISIT THIS SITE ONE (1) TIME PER MONTH FOR REGULAR CONTROL SERVICE FOR FIRE ANTS FOR THE GROUNDS.

EACH QUARTER A REGULAR INSPECTION SERVICE AND/OR PESTICIDE APPLICATION WILL BE MADE TO THE TAYLOR HARDIN SECURE MEDICAL FACILITY AT REGULAR TIMES OF OPERATION BETWEEN THE HOURS OF 8:30 AM AND 4:30 PM MONDAY THROUGH FRIDAY.

EACH TECHNICIAN WILL BE FURNISHED AN IDENTIFICATION BADGE FOR USE WHILE ON THIS CAMPUS AS PER THE POLICY OF THE FACILITY.

TAYLOR HARDEN SECURE MEDICAL FACILITY
WAREHOUSE
1301 JACK WARNER PKWY, NE
TUSCALOOSA, AL 35404

PRICE PER MONTH:

ADDITIONAL REQUIREMENTS FOR GREIL HOSPITAL

GREIL HOSPITAL PEST CONTROL MANAGEMENT

PEST TECHNICIAN VISITS WILL BE SCHEDULED BY THE CONTRACTOR ONCE PER MONTH. THIS MONTHLY VISIT WILL BE BETWEEN THE HOURS OF 6:00 AM AND 3:00 PM, MONDAY THROUGH FRIDAY.

GREIL MEMORIAL HOSPITAL WILL FURNISH A MAP OR ADDRESS OF BUILDINGS AND GROUNDS WHICH WILL BE INCLUDED IN THE CONTRACT.

EACH TECHNICIAN WILL BE FURNISHED AN IDENTIFICATION BADGE FOR USE WHILE ON THIS CAMPUS AS PER THE POLICY OF THE FACILITY.

GREIL MEMORIAL PSYCHIATRIC HOSPITAL
WAREHOUSE
2140 UPPER WETUMPKA ROAD
MONTGOMERY, AL 36107

PRICE PER MONTH:

ADDITIONAL REQUIREMENTS FOR NORTH AL

NORTH AL REGIONAL HOSPITAL PEST MANAGEMENT

NORTH ALABAMA REGIONAL HOSPITAL WILL FURNISH A DIAGRAM OF THE FACILITY AND SURROUNDING GROUNDS AND ATHLETIC FIELDS WHICH IS APPROXIMATELY FIFTEEN (15) ACRES FOR FIRE ANT "ZERO TOLERANCE AREAS."

NORTH ALABAMA REGIONAL MAINTENANCE DEPARTMENT WILL REQUIRE A WRITTEN CONTRACTOR SERVICE INSPECTION REPORT FOR EACH MONTHLY VISIT.

THE PEST CONTROL CONTRACTOR MUST HAVE AN OFFICE/TECHNICIAN LOCATED WITHIN 50 MILES OF THIS LOCATION TO RESPOND TO ALL ADDITIONAL SERVICE REQUESTS.

FOOD PREPARATION IS DONE IN ONE BUILDING ON THE WALLACE CENTER CAMPUS THAT MUST BE INCLUDED WITH THE NARH SPECIFICATIONS UNTIL COMPLETION OF THE NEW FOOD PREPARATION FACILITY.

CONTRACTOR VISITS WILL BE SCHEDULED ONCE PER MONTH. THIS VISIT WILL BE AT A TIME AND DAY APPROVED BY THE PEST CONTROL OFFICER.

EACH CONTRACTOR WILL BE FURNISHED AN IDENTIFICATION BADGE FOR USE WHILE ON THIS CAMPUS PER THE POLICY OF THE FACILITY.

NORTH ALABAMA REGIONAL HOSPITAL
WAREHOUSE
4218 HWY 31 SOUTH
DECATUR, AL 35603

PRICE PER MONTH:

ADDITIONAL REQUIREMENTS FOR SEARCY HOSPITAL

SEARCY HOSPITAL PEST MANAGEMENT

A PEST TECHNICIAN MUST BE ON SITE EVERYDAY MONDAY THROUGH FRIDAY.

SEARCY HOSPITAL WILL FURNISH A MAP OF BUILDINGS AND PATIENT AREAS THAT WILL BE INCLUDED IN THIS CONTRACT. ONLY THOSE AREAS MARKED WITHIN THE PINK LINES ARE ZERO "0" TOLERANCE AREAS FOR FIRE ANT CONTROL. ALL OTHER AREAS AND BUILDINGS ARE TO BE SERVICED ACCORDING TO THE FOLLOWING SCHEDULE.

EACH TECHNICIAN WILL BE FURNISHED AN IDENTIFICATION BADGE FOR USE WHILE ON THIS CAMPUS AS PER THE POLICY OF THE FACILITY.

WEEKLY – FOUR (4) TIMES PER MONTH

879 – FOOD SERVICE

MONTHLY SCHEDULE

800 – ADMINISTRATION BUILDING – 2 FLOORS

809 – CANTEEN

881 – POUNDSTONE - ALL 3 FLOORS AND GAZEBO (885)

883 – POUNCEY – 3 FLOORS AND GAZEBO (886)

884 – MOORER RECREATION BUILDING

700 – MCCAFFERTY BUILDING – 2 FLOORS
720 – VACANT

QUARTERLY SCHEDULE

804 – HOUSEKEEPING DEPARTMENT
805 – FINANCIAL – FIRST FLOOR
810 – DATA MANAGEMENT – 2 FLOORS
811 – VACANT
812 – STAFF DEVELOPMENT – 2 FLOORS
813 – STAFF LIBRARY
814 – VACANT
818 – MORGUE
821 – HEALTH INFORMATION SERVICES

SEARCY HOSPITAL BUILDINGS CONTINUED

822 – WAREHOUSE STORAGE
824 – WAREHOUSE STORAGE (OLD REC HALL)
827 – MAINTENANCE – 2 FLOORS
832 – CARPENTER SHOP
849 – COMPUTER WORKSHOP/STORAGE
855 - WAREHOUSE/CLOTHING STORE – 2 FLOORS
859 – PAINT SHOP
861 – MEDICAL WASTE
864 – POLICE (SECURITY) ST
871 – STORED MEDS
876 – CHAPEL
877 – UPHOLSTERY SHOP
882 – INFORMATION (BACK GATE)
719 – GUEST HOUSE #1
721 – GUEST HOUSE #2
737 – GROUP HOME #1

- 738 - GROUP HOME #2
- 739 - GROUP HOME #3
- 740 - GROUP HOME #4
- 860 - OIL HOUSE
- 862 - STORAGE SHED/BOILER
- 878 - GROUNDS SHOP
- 888 - GAZEBO
- 743 - DUPLEX HOUSE
- 814 - ACTIVITY SHED
- 885 - GAZEBO - ADMISSIONS UNIT
- 886 - GAZEBO - POUNCEY

FACILITIES TO RECEIVE ON CALL AS NEEDED SERVICE

- 815 - VACANT
- 816 - VACANT
- 820 - BATCHELOR'S STORAGE AREA
- 823 - PRRC - 3 FLOORS
- 826 - VACANT - 3 FLOORS
- 829 - BOILER HOUSE
- 830 - LAUNDRY - 2 FLOORS
- 831 - PUMP HOUSE AT WATER TANK
- 857 - DIESEL PUMP HOUSE

PRICE PER MONTH:

SEARCY HOSPITAL
 WAREHOUSE
 725 COY SMITH HIGHWAY
 MT. VERNON, AL 36560

EXHIBIT G

BUSINESS ASSOCIATE AGREEMENT
HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is entered into effective the ___ day of _____, 2001, by and between _____ ("Business Associate") and The Alabama Department of Mental Health ("DMH")

WHEREAS, Business Associate and Hospital have a business relationship (the "Relationship") in which Business Associate performs on behalf of Hospital functions or activities that may involve the use and/or disclosure of Protected Health Information (as that term is hereinafter defined);

WHEREAS, this Agreement is intended to meet the requirements of the provisions of the Privacy Standards and Security Standards, and will govern the terms and conditions under which Business Associate may use, disclose or have disclosed to it, Protected Health Information on behalf of Hospital;

NOW THEREFORE, in consideration of the mutual promises contained herein and in the Agreement, the parties hereto agree as follows:

1. Definitions. Unless otherwise specifically defined herein, capitalized terms shall have the same meanings as the definitions found in the Administrative Simplification standards of the Health Insurance Portability and Accountability Act of 1996, and any amendments thereto ("HIPAA"), found at 45 CFR, Parts 160, 162, and 164. Otherwise, for purposes of this Agreement, the following terms shall have the designated meanings:

"*Affiliate*" shall mean any company: (i) owned in whole or in part, now or in the future, directly or indirectly through a subsidiary, by a party hereto; or (ii) under common ownership, in whole or in part, with a party, unless such Affiliate is in competition with the Discloser.

"*Designated Record Set*" shall have the same meaning as defined in 45 C.F.R. Part 164.501.

"*Discloser*" shall refer to Hospital, the Business Associate or their respective Affiliates that are disclosing Confidential Information or Protected Health Information under this Agreement.

"*Electronic Protected Health Information*" shall have the same meaning as defined in 45 C.F.R. Part 160.103.

"*Privacy Standards*" shall mean the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164.

"*Protected Health Information*" shall have the same meaning as defined in 45 C.F.R. Part 160.103.

"*Recipient*" shall refer to Hospital, the Business Associate or

their respective Affiliates receiving Confidential Information or Protected Health Information under this Agreement.

"*Required by Law*" shall have the same meaning as defined in 45 C.F.R. Part 164.103.

"*Secretary*" shall mean the Secretary of the Department of Health and Human Services, or his designee.

"*Security Standards*" shall mean the regulations with regard to security standards for health information, 45 C.F.R. Parts 160, 162 and 164.

2. Protected Health Information.

(a) Uses and Disclosures of Protected Health Information. Business Associate shall not, and shall ensure that its directors, officers, employees, contractors and agents do not, use or disclose Protected Health Information received from Hospital in any manner that is not permitted or required by the Agreement or required by law.

(b) Safeguarding of Protected Health Information. Business Associate agrees that it will implement all appropriate safeguards to prevent the use or disclosure of Protected Health Information other than pursuant to the terms and conditions of the Agreement. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. Business Associate shall enter into an agreement with any agent or subcontractor that will have access to Protected Health Information that is received from, or is created or received by Business Associate on behalf of Hospital pursuant to which such agent or subcontractor agrees to be bound by the same restrictions, terms, and conditions that apply to Business Associate pursuant to this Agreement with respect to such Protected Health Information. To the extent that Business Associate creates, receives, maintains or transmits Electronic Protected Health Information on behalf of Hospital on or after April 24, 2007, Business Associate agrees to: (i) implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information; (ii) ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it; and (iii) report to

Hospital any Security Incident of which Business Associate becomes aware. Business Associate agrees that its responsibilities, under (i), (ii) and (iii) of this paragraph, will be carried out in accordance with the policies and procedures mandated in the Security Standards and the Privacy Standards.

(c) Reporting of Disclosures of Protected Health Information. Business Associate shall, within forty-eight (48) hours of becoming aware of a use or disclosure of Protected Health Information in violation of the Agreement by Business Associate, its officers, directors, employees, contractors, or agents, or by a third party to whom Business Associate disclosed Protected Health Information, report any such use or disclosure to Hospital.

(d) Designated Record Sets. If Business Associate possesses a Designated Record Set of Hospital, the following provisions of this subsection apply to Business Associate: Within five (5) days of a request by Hospital for access to Protected Health Information about an individual contained in a Designated Record Set, Business Associate shall make available to Hospital such Protected Health Information for so long as such information is maintained by Business Associate in the Designated Record Set as required by 45 C.F.R. § 164.524. In the event any individual requests access to Protected Health Information directly from Business Associate, Business Associate shall within two (2) days forward such request to Hospital to whom the information relates. Any denials of access to the Protected Health Information requested shall be the responsibility of Hospital. Within ten (10) days of receipt of a request from Hospital for the amendment of an individual's Protected Health Information or a record regarding an individual contained in a Designated Record Set (for so long as the Protected Health Information is maintained in the Designated Record Set), Business Associate shall provide such information to Hospital for amendment and incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. § 164.526.

(e) Documentation and Accounting of Disclosures. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Hospital to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. At a minimum, Business Associate shall provide

Hospital with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. Within ten (10) days of notice by Hospital to Business Associate that it has received a request for an accounting of disclosures of Protected Health Information regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to Hospital information collected in accordance with this subsection of the Agreement, to permit Hospital to respond to a request by an individual for an accounting of disclosures of Protected Health Information as required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within two (2) days forward such request to Hospital. It shall be Hospital's responsibility to prepare and deliver any such accounting requested. Business Associate hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this subsection.

(f) Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Hospital available to the Secretary for purposes of determining Hospital's compliance with the Privacy Standards.

(g) Effect of Termination of Agreement. Upon the termination of the Agreement or the Relationship for any reason, Business Associate shall return to the Hospital, or, at Hospital's direction, destroy, all Protected Health Information received from Hospital that Business Associate maintains in any form, recorded on any medium, or stored in any storage system, unless said information has been de-identified and is no longer Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information. Business Associate shall remain bound by the provisions of this Agreement, even after termination of the Agreement, until such time as all Protected Health

Information has been returned, de-identified or otherwise destroyed as provided in this Section.

3. **Breach of Contract.** In addition to any other rights Hospital may have under this Agreement or by operation of law or in equity, Hospital may (i) immediately terminate the Agreement if Hospital determines that Business Associate has violated a material term of this Agreement, or (ii) at Hospital's option, permit Business Associate to cure or end any such violation within the time specified by Hospital. Hospital's option to have cured a breach of this Agreement shall not be construed as a waiver of any other rights Hospital has in the Agreement, this Agreement or by operation of law or in equity.

4. **Third Party Rights.** The terms of this Agreement are not intended, nor should they be construed, to grant any rights to any parties other than Business Associate and Hospital.

5. **Indemnity.** Business Associate hereby agrees to save and hold harmless Hospital of and from, and indemnifies and agrees to defend Hospital against any and all losses, liabilities, damages and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Hospital may incur or be compelled to pay, or for which Hospital may become liable in any action, claim or proceeding against Hospital or its officers, directors, employees or agents, for or by reason of Business Associate's failure to perform its obligations under this Agreement and/or the Privacy Standards and/or Security Standards.

6. **Owner of Protected Health Information.** Under no circumstances shall Business Associate be deemed in any respect to be the owner of any Protected Health Information used or disclosed by or to Business Associate in conjunction with the Relationship.

7. **Changes in the Law.** The parties agree to amend this Agreement as appropriate, to conform with any new or revised legislation, rules and regulations to which Hospital is subject now or in the future including, without limitation, the Privacy Standards, Security Standards or Transactions Standards (collectively "Laws"). If within ninety (90) days of either party first providing written notice to the other of the need to amend the Agreement to comply with Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to the Agreement to meet the requirements in question, or (ii) alternatively, the parties

determine in good faith that amendments or alterations to the requirements are not feasible, then either party may terminate this Agreement and any other Agreement relating to the Relationship upon thirty (30) days prior written notice.

8. **Jurisdiction.** This Agreement shall be deemed executed in the State of Alabama, U.S.A., and is to be governed and construed by Alabama law, without regard to its choice of law provisions. The parties agree that jurisdiction and venue for any action to enforce this Agreement are properly in the applicable federal or state court encompassing Jefferson County, Alabama.

9. **Term.** The Term of this Agreement shall be effective as of the date and year first above written and shall terminate when terminated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

BUSINESS ASSOCIATE:

Signed

Printed Name and Title

Date

DMH:

Signed

Printed Name and Title

Date

EXHIBIT E

IMMIGRATION STATUS

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

Signature of Contractor

Date

Witness